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The following applies to this preliminary prospectus following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of this preliminary prospectus. In accessing this preliminary prospectus, you agree to be bound by the following terms and conditions, including any amendments of such terms and conditions any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS AND UNDER CIRCUMSTANCES DESIGNED TO PRECLUDE THE ISSUER FROM HAVING TO REGISTER UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR THE "**INVESTMENT COMPANY ACT**".

THIS PRELIMINARY PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS PRELIMINARY PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

THE SECURITIES OFFERED BY THIS PRELIMINARY PROSPECTUS MAY NOT BE SOLD TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION RR (17 C.F.R PART 246) IMPLEMENTING THE RISK RETENTION REQUIREMENTS OF SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**").

In order to be eligible to view this preliminary prospectus or make an investment decision with respect to the securities, investors must not be a U.S. person (within the meaning of Regulation S under the Securities Act and the U.S. Risk Retention Rules) or located in the United States. By accepting the e-mail and accessing this preliminary prospectus, you will be deemed to have represented to the sender that you have understood and agree to the terms set out herein; you are not a U.S. person (within the meaning of Regulation S under the Securities Act and the U.S. Risk Retention Rules) or acting for the account or benefit of any such U.S. person; the e-mail address that you have given to the sender and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any State of the United States or the District of Columbia; and that you consent to delivery of this preliminary prospectus by electronic transmission.

The issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules, and no other steps have been taken by the Issuer, the Seller, the Arrangers and the Joint Lead Managers or any of their Affiliates or any other party to accomplish such compliance.

Under no circumstances does this preliminary prospectus constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Notes referred to in this preliminary prospectus in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of this preliminary prospectus who intend to subscribe for or purchase the Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in the final prospectus. This preliminary prospectus may only

be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

#### **MiFID product governance / Professional investors and ECPs only target market**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

#### **UK MiFIR product governance / Professional investors and ECPs only target market**

Solely for the purposes of each manufacturer's product approval process, the target market assessment pursuant to the FCA Handbook Conduct of Business Sourcebook ("**COBS**") in respect of the Notes has led to the conclusion that: (a) the target market for the Notes is only: (i) eligible counterparties, as defined in COBS; and (ii) professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("**UK MiFIR**"); and (b) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate, noting the responsibility of each manufacturer under COBS only. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

In respect of the due diligence requirements under Article 5 of the UK Securitisation Regulation, potential UK institutional investors (as defined in the UK Securitisation Regulation) should note in particular that:

- in respect of the risk retention requirements set out in Article 6 of the UK Securitisation Regulation the Seller commits to retain a material net economic interest with respect to this Transaction in compliance with Article 6(3)(c) of the Securitisation Regulation and Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation only and not in compliance with Article 6 of the UK Securitisation Regulation, and
- in respect of the transparency requirements set out in Article 7 of the UK Securitisation Regulation, the Issuer in its capacity as designated reporting entity under Article 7 of the Securitisation Regulation will make use of the standardised templates developed by ESMA in respect of the Securitisation Regulation Disclosure Requirements for the purposes of this Transaction and will not make use of the standardised templates adopted by the FCA.

However, provided that in the event that the information made available to investors by the reporting entity in accordance with Securitisation Regulation Disclosure Requirements is no longer considered by the relevant UK regulators to be sufficient in assisting UK institutional investors in complying with the UK due diligence requirements pursuant to Article 5 of the UK Securitisation Regulation, the Issuer agrees that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK institutional investors in complying with the UK due diligence requirements pursuant to Article 5 of the UK Securitisation Regulation.

The UK Securitisation Regulation also includes criteria and procedures in relation to the designation of securitisations as simple, transparent and standardised, or STS, within the meaning of Article 18(1) of the UK Securitisation Regulation ("**UK STS**"). The Transaction described in this Prospectus is not intended to be designated as a UK STS securitisation for the purposes of the UK Securitisation Regulation. However, under the UK Securitisation Regulation, securitisation transactions which have been notified to ESMA prior to 31 December 2024 as meeting the requirements to qualify as a simple, transparent and standardised securitisation under the EU Securitisation Regulation can also qualify as a simple, transparent and standardised securitisation under the UK Securitisation Regulation, provided that the securitisation transaction remains on the ESMA register and continues to meet the requirements for simple, transparent and standardised securitisations under the EU Securitisation Regulation.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licenced broker or dealer, and the Joint Lead Managers or any Affiliate of the Joint Lead Managers is a licenced broker or dealer in that jurisdiction, the offering will be deemed to be made by the Joint Lead Managers or such Affiliate on behalf of the Issuer in such jurisdiction.

You are reminded that this preliminary prospectus has been delivered to you on the basis that you are a person into whose possession this preliminary prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this preliminary prospectus to any other person.

This preliminary prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Seller, the Issuer, the Arrangers, the Joint Lead Managers nor any person who controls any of the same nor any director, officer, the Issuer, employee or agent of such person or Affiliate of any such person accepts any liability or responsibility for any difference between this preliminary prospectus distributed to you in electronic format and the hard copy version available to you on request during normal business hours at the specified offices of the Principal Paying Agent

## PRELIMINARY PROSPECTUS

SC GERMANY S.A.,  
ACTING ON BEHALF AND FOR THE ACCOUNT OF ITS COMPARTMENT LEASING 2023-1

EUR [●] Class A Floating Rate Notes due [2032] - Issue Price: 100%  
EUR [●] Class B Floating Rate Notes due [2032] - Issue Price: 100%  
EUR [●] Class C Floating Rate Notes due [2032] - Issue Price: 100%  
EUR [●] Class D Floating Rate Notes due [2032] - Issue Price: 100%  
EUR [●] Class E Floating Rate Notes due [2032] - Issue Price: 100%  
EUR [●] Class F Floating Rate Notes due [2032] - Issue Price: 100%

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (each such class, a "**Class**") and all Classes collectively, "**Notes**" of SC Germany S.A., an unregulated securitisation company (the "**Company**"), subject to the Luxembourg law on securitisation undertakings dated 22 March 2004, as amended from time to time, (the "**Securitisation Law**") acting on behalf and for the account of its Compartment Leasing 2023-1 ("**Issuer**") are backed by a portfolio of automotive lease receivables ("**Purchased Lease Receivables**") originated by Santander Consumer Leasing GmbH ("**Seller**"), all of which are secured by certain collateral. The obligations of the Issuer under the Notes will be secured by first-ranking security interests granted to Vistra Capital Markets Trustees Limited ("**Transaction Security Trustee**") acting in a fiduciary capacity for the holders of the Notes pursuant to a transaction security agreement dated [●] December 2023 ("**Transaction Security Agreement**"), and by an English security deed dated [●] December 2023 ("**English Security Deed**"). Although the Notes will share in the same security, in the event of the security being enforced, (i) the Class A Notes will rank in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (ii) the Class B Notes will rank in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, (iii) the Class C Notes will rank in priority to the Class D Notes, the Class E Notes and the Class F Notes, (iv) the Class D Notes will rank in priority to the Class E Notes and the Class F Notes and (v) the Class E Notes will rank in priority to the Class F Notes, see "**THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT**". The Issuer will on or before the Closing Date (as defined below) purchase and acquire from the Seller Lease Receivables and any Related Lease Collateral (as defined below) constituting the portfolio ("**Portfolio**") on the Closing Date. The Issuer will, subject to certain requirements, on each Payment Date during a period of twelve (12) months following the Closing Date (i.e. up to the Payment Date falling in [December 2024]), purchase and acquire from the Seller Additional Lease Receivables and Related Lease Collateral offered by the Seller from time to time. Certain characteristics of the Purchased Lease Receivables and the Related Lease Collateral are described under "**DESCRIPTION OF THE PORTFOLIO**" herein.

This Prospectus has been approved by the Commission de Surveillance du Secteur Financier (the "**CSSF**") of Luxembourg in its capacity as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and the Luxembourg law dated 16 July 2019 on prospectuses for securities (*loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières*) (the "**Luxembourg Prospectus Law**"). Such approval should not be considered as an endorsement of the quality of the Notes that are subject to this Prospectus or an endorsement of the Issuer that is subject to this Prospectus. Therefore, the investors should make their own assessment as to the suitability of investing in the Notes. In the context of such approval, the CSSF neither assumes any responsibility nor gives any undertaking as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer in line with Article 6(4) of the Luxembourg Prospectus Law. Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and to be admitted to trade the Notes on the regulated market of the Luxembourg Stock Exchange on [●] December 2023 (the "**Closing Date**"). The Luxembourg Stock Exchange's regulated market is a regulated market for the purpose of Directive 2014/65/EU. This Prospectus constitutes a prospectus for the purpose of Article 6(3) of the Prospectus Regulation and will be published in electronic form on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and on the website of Circumference FS (Luxembourg) S.A. (<https://circumferencefs-luxembourg.com>). The validity of this Prospectus will expire on [●] December 2024.

After such date there is no obligation of the Issuer to issue supplements to this Prospectus in the event of significant new factors, material mistakes or material inaccuracies.

Banco Santander, S.A. and BofA Securities Europe S.A. (each a "**Co-Arranger**" and together the "**Arrangers**" and each a "**Joint Lead Manager**") will purchase the Notes from the Issuer and will offer the Notes, from time to time, in negotiated transactions or otherwise, at varying prices to be determined at the time of the sale.

For a discussion of certain significant factors affecting investments in the Notes, see "**RISK FACTORS**". An investment in the Notes is suitable only for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply once the Notes have been admitted to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange.

This document does not constitute an offer to sell, or the solicitation of an offer to buy Notes in any jurisdiction where such offer or solicitation is unlawful. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and are being sold pursuant to an exemption from the registration requirements of the Securities Act. The Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U. S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). For a further description of certain restrictions on the offering and sale of the Notes and on the distribution of this document, see "**SUBSCRIPTION AND SALE**" below.

For reference to the definitions of words in capitals and phrases appearing herein, see "**SCHEDULE 1 DEFINITIONS**".

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**Arrangers**

Santander  
Corporate & Investment Banking

BofA Securities

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**Joint Lead Managers**

Santander  
Corporate & Investment Banking

BofA Securities

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The date of this Preliminary Prospectus is 6 November 2023.

The Notes will be governed by the laws of the Federal Republic of Germany ("**Germany**").

Each Class of Notes will be initially represented by a temporary global note in bearer form (each, a "**Temporary Global Note**") without interest coupons attached. Each Temporary Global Note will be exchangeable, as described herein (see "*OUTLINE OF THE TRANSACTION — The Notes — Form and Denomination*") for a permanent global note in bearer form which is recorded in the records of Euroclear and Clearstream Luxembourg (as defined below) (each, a "**Permanent Global Note**", and together with the Temporary Global Notes, "**Global Notes**" and each, a "**Global Note**") without interest coupons attached. Each Temporary Global Note will be exchangeable not earlier than forty (40) calendar days after the Closing Date, upon certification of non-U.S. beneficial ownership, for interests in a Permanent Global Note. The Global Notes representing the Class A Notes will be deposited with a common safekeeper ("**Class A Notes Common Safekeeper**") which will be appointed by the operator of either Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking, *société anonyme* ("**Clearstream Luxembourg**" and, together with Euroclear, "**Clearing Systems**") on or prior to the Closing Date. The Class A Notes Common Safekeeper will hold the Global Notes representing the Class A Notes in custody for Euroclear and Clearstream Luxembourg. The Global Notes representing the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be deposited with a common depository ("**Common Depository**") appointed by the Principal Paying Agent on or prior to the Closing Date. The Common Depository will hold the Global Notes representing the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in custody for Euroclear and Clearstream Luxembourg. The Notes represented by Global Notes may be transferred in book-entry form only. The Notes will be issued in denominations of EUR 100,000. The Global Notes will not be exchangeable for definitive securities. See "**TERMS AND CONDITIONS OF THE NOTES — Form and Denomination**".

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of the Clearing Systems as Class A Notes Common Safekeeper and does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

#### **Securitisation Regulation – Regulatory Disclosure**

The Seller will, in its capacity as originator, whilst any of the Notes remain outstanding retain for the life of the Transaction a material net economic interest of not less than 5 per cent. with respect to the Transaction in accordance with Article 6(3)(c) of Regulation (EU) 2017/2042 of the Securitisation Regulation, provided that the level of retention may reduce over time in compliance with Article 10 (2) of Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation. For the purposes of compliance with the requirements of Article 6(3)(c) of the Securitisation Regulation, the Seller will retain, in its capacity as originator within the meaning of the Securitisation Regulation, on an ongoing basis for the life of the transaction, such net economic interest through an interest in randomly selected exposures.

After the Closing Date, the Servicer will prepare monthly reports wherein relevant information with regard to the Purchased Lease Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller for the purposes of which the Seller will provide the Issuer with all information required in accordance with the Securitisation Regulation Disclosure Requirements.

Each prospective investor is required to independently assess and determine the sufficiency of the information described in the preceding two paragraphs for the purposes of complying with Article 5 et seq. of the Securitisation Regulation. None of the Issuer, Santander Consumer Leasing GmbH (in its capacity as Seller, RSF Reserve Depositor and Servicer), the Joint Lead Managers, the Arrangers, any other Transaction Party, their respective Affiliates nor any other person makes any representation, warranty or guarantee that the information described above is sufficient in all circumstances for such purposes. In addition, each prospective investor should ensure that it complies with Article 5 of the Securitisation Regulation. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator and/or independent legal advice on the issue.

Pursuant to Article 27(1) of the Securitisation Regulation, the Seller intends to notify the European Securities Markets Authority ("**ESMA**") that the Transaction will meet the requirements of Articles 20 to 22 of the Securitisation Regulation (the "**STS Notification**"). The purpose of the STS Notification is to set out how in the opinion of the Seller each requirement of Articles 19 to 22 of the Securitisation Regulation has been complied with. Where the Transaction is classified STS, the STS Notification would then be available for download on the website of ESMA. The STS Notification will be made in accordance with the requirements of Commission Delegated Regulation (EU) 2020/1226. ESMA is obliged to maintain on its website a list of all securitisations which the originators and sponsors have notified as meeting the STS Requirements in accordance with Article 27(5) of the Securitisation Regulation. For this purpose, ESMA has set up a register under [https://registers.esma.europa.eu/publication/searchRegister?core=esma\\_registers\\_stsre](https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre).

No assurance can be provided that this Transaction does or will continue to meet the requirements of Articles 20 to 22 of the EU Securitisation Regulation or the UK Securitisation Regulation at any point in time.

None of the Issuer, Santander Consumer Leasing GmbH (in its capacity as Seller, RSF Reserve Depositor and Servicer), the Joint Lead Managers, the Arrangers, any other Transaction Party, their respective Affiliates nor any other person makes any representation, warranty or guarantee that the information provided by any party with respect to the transactions described in the Prospectus are compliant with the requirements of the Securitisation Regulation and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated by the Prospectus to satisfy or otherwise comply with the requirements of the Securitisation Regulation.

Prospective investors to which the UK Securitisation Regulation applies are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the application of the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

The Issuer accepts responsibility for the information set out in this section "**Securitisation Regulation**".

#### **No offer to retail investors**

The Notes are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

### **MiFID II Product Governance/ Professional investors and ECPs only target market**

Solely for the purposes of each manufacturer's target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

### **UK MIFIR product governance / Professional investors and ECPs only target market**

Solely for the purposes of each manufacturer's product approval process, the target market assessment pursuant to the FCA Handbook Conduct of Business Sourcebook ("**COBS**") in respect of the Notes has led to the conclusion that: (a) the target market for the Notes is only: (i) eligible counterparties, as defined in COBS; and (ii) professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("**UK MiFIR**"); and (b) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate, noting the responsibility of each manufacturer under COBS only. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

### **Volcker Rule**

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the implementing regulations adopted thereunder (collectively, the "**Volcker Rule**"), generally prohibit sponsorship of and investment in "**covered funds**" by "**banking entities**", a term that includes most internationally active banking organisations and their affiliates. A sponsor or adviser to a covered fund is prohibited from entering into certain "**covered transactions**" with that covered fund. Covered transactions include (among other things) entering into a swap transaction or guaranteeing notes if the swap or the guarantee would result in a credit exposure to the covered fund.

For purposes of the Volcker Rule, a "**covered fund**" includes any entity that would be an investment company but for the exemptions provided by Section 3(c)(1) or Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Not all investment vehicles or funds, however, fall within the definition of a "**covered fund**" for purposes of the Volcker Rule. Although other exclusions may apply, the Issuer has been structured with a view so as to not constitute a "covered fund" based on the "loan securitization exclusion" (12 C.F.R. § 248.10(c)(8)) under the Volcker Rule. There is limited interpretative guidance regarding the Volcker Rule and there can be no assurance that the U.S. regulators responsible for administering the Volcker Rule may not take a contrary position. Any banking entity that is subject to the Volcker Rule and is considering an investment in the Notes should consult its own legal advisers and consider the potential impact of the Volcker Rule in respect of such investment. Each investor is responsible for analysing its own position under the Volcker Rule, and none of the Issuer, Joint Lead Managers or Arrangers makes any representation regarding such position, including with respect to the ability of any investor to acquire or hold the Notes, now or at any time in the future.

**THE NOTES REPRESENT OBLIGATIONS OF THE ISSUER ONLY AND DO NOT REPRESENT AN INTEREST IN OR OBLIGATION OF THE JOINT LEAD MANAGERS, THE ARRANGERS (IF DIFFERENT), THE SELLER, THE SERVICER (IF DIFFERENT), THE CORPORATE ADMINISTRATOR, THE TRANSACTION SECURITY TRUSTEE, THE DATA TRUSTEE, THE PRINCIPAL PAYING AGENT, THE CALCULATION AGENT, THE CASH ADMINISTRATOR, THE LISTING AGENT, THE COMMON SAFEKEEPER, THE INTEREST RATE SWAP COUNTERPARTY, OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PARTY (OTHER THAN THE ISSUER) TO THE TRANSACTION DOCUMENTS. NEITHER THE NOTES NOR THE UNDERLYING RECEIVABLES WILL BE INSURED OR**



GUARANTEED BY ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR BY THE JOINT LEAD MANAGERS, THE ARRANGERS (IF DIFFERENT), THE SELLER, THE SERVICER (IF DIFFERENT), THE CORPORATE ADMINISTRATOR, THE TRANSACTION SECURITY TRUSTEE, THE PRINCIPAL PAYING AGENT, THE CALCULATION AGENT, THE CASH ADMINISTRATOR, THE LISTING AGENT, THE COMMON SAFEKEEPER, THE INTEREST RATE SWAP COUNTERPARTY, OR ANY OF THE RESPECTIVE AFFILIATES OR ANY OTHER PARTY (OTHER THAN THE ISSUER) TO THE TRANSACTION DOCUMENTS OR BY ANY OTHER PERSON OR ENTITY EXCEPT AS DESCRIBED HEREIN.

Class	Aggregate Outstanding Note Principal Amount	Interest Rate	Issue Price	Expected Ratings (DBRS/Moody's)	Legal Maturity Date	ISIN
A	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[AAA] / [Aaa]	Payment Date falling in December 2032	XS2693290178
B	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[AA] / [Aa3]	Payment Date falling in December 2032	XS2693291069
C	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[A (high)] / [A2]	Payment Date falling in December 2032	XS2693291655
D	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[BBB (high)] / [Baa2]	Payment Date falling in December 2032	XS2693291903
E	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[BBB (low)] / [Ba2]	Payment Date falling in December 2032	XS2693292034
F	EUR [●]	EURIBOR + [●]% <i>per annum</i>	100%	[BB (low)] / [B2]	Payment Date falling in December 2032	XS2715187816

Interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will accrue on the outstanding principal amount of each Note at a per annum rate equal to the sum of the European Interbank Offered Rate for one month deposits ("EURIBOR") which is provided by the European Money Markets Institute ("EMMI") plus the applicable margin and will be payable

in Euro by reference to successive interest accrual periods (each, an "**Interest Period**") monthly in arrears on the 14 day of each calendar month, unless such date is not a Business Day, in which case the Payment Date shall be the next succeeding Business Day (each, a "**Payment Date**"). The first Payment Date will be the Payment Date falling in [January 2024]. "**Business Day**" shall mean a day on which the T2 System is operational and on which banks and foreign exchange markets are open or required to be open for business in London (United Kingdom), Frankfurt (Germany), Mönchengladbach (Germany), Paris and Luxembourg. See "**TERMS AND CONDITIONS OF THE NOTES — Payments of Interest**". As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (as amended, restated or supplemented, the "**Benchmarks Regulation**").

If any withholding or deduction for or on account of taxes should at any time apply to the Notes, payments of interest on, and principal in respect of, the Notes will be made subject to such withholding or deduction. The Notes will not provide for any gross-up or other payments in the event that payments on the Notes become subject to any such withholding or deduction on account of taxes. See "**TAXATION IN GERMANY**".

Unless an Early Amortisation Event (as defined below, see "**SCHEDULE 1 DEFINITIONS - Early Amortisation Event**") occurs, amortisation of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes will commence on the first Payment Date falling after the expiration of the Replenishment Period (as defined below, see "**SCHEDULE 1 DEFINITIONS - Early Amortisation Event**") which period starts on the Closing Date and, subject to certain restrictions, ends on (and includes) the Payment Date falling in the twelfth (12<sup>th</sup>) month after the Closing Date (i.e. on the Payment Date falling in [December 2024]). With respect to the Class F Notes, amortisation will commence on the first Payment Date following the Closing Date (i.e. on the Payment Date falling in [January 2024]), as further specified in item [twenty-fifth] of the Pre-Enforcement Interest Priority of Payments. The Class F Notes (unless redeemed in full through the Pre-Enforcement Interest Priority of Payments) will be redeemed via the Pre-Enforcement Principal Priority of Payments only after all Class A Notes to Class E Notes have been redeemed in full. During the Replenishment Period, the Seller may, at its option, replenish the Portfolio underlying the Notes by offering to sell to the Issuer, on any Payment Date from time to time, Additional Lease Receivables. See "**TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption**" and "**OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Lease Receivables Purchase Agreement**" (page 152 et seq.).

The Notes will mature on the Payment Date falling in [December 2032] ("**Legal Maturity Date**"), unless previously redeemed in full. The Notes are expected to be redeemed on the Payment Date falling in [●] ("**Scheduled Maturity Date**") unless previously redeemed in full. In addition, the Notes will be subject to partial redemption, early redemption and/or optional redemption before the Legal Maturity Date in specific circumstances and subject to certain conditions. See "**TERMS AND CONDITIONS OF THE NOTES — Redemption**".

The Notes are expected, on issue, to be rated by DBRS Ratings GmbH ("**DBRS**") and Moody's France SAS ("**Moody's**") and together the "**Rating Agencies**". Each of DBRS and Moody's is established in the European Community. According to the press release from the ESMA dated 31 October 2011, Moody's and according to the press release from the ESMA dated 14 December 2018 DBRS have been registered in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "**CRA Regulation**"), as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA 3**"). Reference is made to the list of registered or certified credit rating agencies as last updated on [27 March 2023] published by ESMA under <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>. It is a condition of the issue of the Notes that they are assigned (at least) the ratings indicated in the above table.

CRA3 was onshored into English law on 31 December 2020 by virtue of the EUWA (as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019), or "**UK CRA Regulation**". In accordance with UK CRA Regulation, the credit ratings assigned to the Notes by DBRS and Moody's will be endorsed by DBRS Ratings Limited and Moody's Investors Service Limited, as applicable, being rating agencies which are registered with the Financial Conduct Authority. UK regulated investors are restricted

from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the UK and registered or certified under the UK CRA Regulation.

The ratings of the Notes by DBRS and Moody's addresses the likelihood that the holders of the Notes (the "Noteholders" and each, a "Noteholder") will receive all payments to which they are entitled, as described herein. The ratings assigned to the Class A Notes of "AAA" by DRBS and "Aaa" by Moody's are the highest ratings that each of DBRS and Moody's, respectively, assigns to long-term obligations. Each rating takes into consideration the characteristics of the Purchased Lease Receivables and the structural, legal, tax and Issuer-related aspects associated with the Notes. In particular, the ratings assigned by Moody's to the Notes address the expected loss to a Noteholder by the Legal Maturity Date for such Notes and reflect Moody's opinion that the structure allows for timely payment of interest and ultimate payment of principal by the Legal Maturity Date. DBRS' ratings address only the credit risks associated with this Transaction. The ratings assigned to the Notes by DBRS address the likelihood of full and timely payment of interest on each Payment Date and the ultimate payment of principal by the Legal Maturity Date.

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

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

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

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Any websites referred to in this Prospectus are for information purposes only and do not form part of this Prospectus unless such information is incorporated by reference into the Prospectus.

#### **Responsibility for the contents of this Prospectus**

The Issuer assumes responsibility for the information contained in this Prospectus except that

- (i) the Seller only is responsible for the information under "**OUTLINE OF THE TRANSACTION — The Portfolio and Distribution of Funds — Purchased Lease Receivables**" on page 78, "**OUTLINE OF THE TRANSACTION — The Portfolio and Distribution of Funds — Servicing of the Portfolio**" on page 78, "**RISK FACTORS — Reliance on Administration and Collection Procedures**" on page 53, "**CREDIT STRUCTURE — Lease Interest Rates**" on page 85, "**CREDIT STRUCTURE — Cash Collection Arrangements**" on page 85, "**EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS**" on page 164, "**DESCRIPTION OF THE PORTFOLIO**" on page 169, "**INFORMATION TABLES REGARDING THE PORTFOLIO**" on page 173 and "**HISTORICAL DATA**" on page 194 (except for the information under "**DESCRIPTION OF THE PORTFOLIO — Eligibility Criteria**"), "**CREDIT AND COLLECTION POLICY**" on page 194 et seq., and "**THE SELLER**" on page 201;
- (ii) the Corporate Administrator only is responsible for the information under "**THE CORPORATE ADMINISTRATOR**" on page 211;
- (iii) the Data Trustee and the Back-Up Servicer Facilitator only is responsible for the information under "**THE DATA TRUSTEE AND BACK-UP SERVICER FACILITATOR**" on page 213;

- (iv) each of the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Cash Administrator only is responsible for the information under "**THE PRINCIPAL PAYING AGENT, CALCULATION AGENT, INTEREST DETERMINATION AGENT, CASH ADMINISTRATOR**" on page 204;
- (v) the Account Bank is responsible for the information under "**THE ACCOUNT BANK**" on page 204;
- (vi) the Transaction Security Trustee only is responsible for the information under "**THE TRANSACTION SECURITY TRUSTEE**" on page 207;
- (vii) the Listing Agent only is responsible for the information under "**THE LISTING AGENT**" on page 207;
- (viii) the Interest Rate Swap Counterparty only is responsible for the information under "**THE INTEREST RATE SWAP COUNTERPARTY**" on page 208,

provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms and assumes responsibility that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

The Issuer hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Issuer is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Seller hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Seller is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Transaction Security Trustee hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Transaction Security Trustee is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Account Bank hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Account Bank is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Data Trustee and the Back-Up Servicer Facilitator hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Data Trustee and the Back-Up Servicer Facilitator is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Corporate Administrator hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Corporate Administrator is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Calculation Agent, the Principal Paying Agent, the Interest Determination Agent and the Cash Administrator hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Calculation Agent, the Principal Paying Agent, the Interest Determination Agent and the Cash Administrator is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Listing Agent hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Listing Agent is

responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Interest Rate Swap Counterparty hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), all information contained herein for which the Interest Rate Swap Counterparty is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

*No person has been authorised to give any information or to make any representations, other than those contained in this Prospectus, in connection with the issue, offering, subscription or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, the directors of the Issuer, the Seller, the Transaction Security Trustee, the Joint Lead Managers or the Arrangers (if different).*

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

*Prospective purchasers of Notes should conduct such independent investigation and analysis as they deem appropriate to evaluate the merits and risks of an investment in the Notes. **If you are in doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, legal adviser, accountant or other financial adviser.** Neither the Joint Lead Managers nor the Arrangers (if different) make any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied by the Issuer in connection with the Notes and do not accept any responsibility or liability therefore. Neither the Joint Lead Managers nor the Arrangers (if different) undertake to review the financial condition or affairs of the Issuer or the Seller nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Joint Lead Managers or the Arrangers (if different).*

**THE NOTES OFFERED BY THIS PROSPECTUS MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "U.S. RISK RETENTION RULES") (SUCH PERSONS, "RISK RETENTION U.S. PERSONS"), EXCEPT WITH (I) THE PRIOR WRITTEN CONSENT OF SANTANDER CONSUMER LEASING GMBH AND (II) WHERE SUCH SALE FALLS WITHIN THE SAFE HARBOUR FOR CERTAIN NON-U.S. RELATED TRANSACTIONS UNDER SECTION .20 OF THE U.S. RISK RETENTION RULES. IN ANY CASE, THE NOTES MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED UNDER REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED ("REGULATION S"). PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S UNDER THE SECURITIES ACT. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (A)(1) IS NOT A RISK RETENTION U.S. PERSON (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTES, OR, IN THE CASE OF A DISTRIBUTOR, WILL ONLY DISTRIBUTE SUCH NOTES TO A PERSON WHO IS NOT A U.S. RISK RETENTION PERSON; AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO AVOID THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE SAFE**

**HARBOUR FOR CERTAIN NON-U.S. RELATED TRANSACTIONS PROVIDED FOR IN SECTION 1.20 OF THE U.S. RISK RETENTION RULES), OR (B)(1) IS A RISK RETENTION U.S. PERSON AND (2) IS NOT A "U.S. PERSON" AS DEFINED UNDER REGULATION S.**

With respect to the U.S. Risk Retention Rules, the Seller does not intend to retain credit risk in connection with the offer and sale of the Notes in reliance upon an exemption provided for in Section 1.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. No other steps have been taken by the Seller, the Issuer, the Corporate Administrator, the Arrangers or the Joint Lead Managers or any of their affiliates or any other party to otherwise comply with the U.S. Risk Retention Rules. The determination of the proper characterisation of potential investors for determining the availability of the a safe harbour for certain non-U.S. related transactions provided for in Section 1.20 of the U.S. Risk Retention Rules is solely the responsibility of the Seller, and neither the Corporate Administrator, nor the Issuer, nor the Arrangers, nor the Joint Lead Managers nor any person who controls them or any of their directors, officers, employees, agents or Affiliates will have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the safe harbour for certain non-U.S. related transactions provided for in Section 1.20 of the U.S. Risk Retention Rules, and neither the Corporate Administrator, nor the Issuer, nor the Arrangers, nor the Joint Lead Managers or any person who controls them nor any of their directors, officers, employees, agents or Affiliates accept any liability or responsibility whatsoever for any such determination or characterisation.

**NO ACTION HAS BEEN TAKEN BY THE ISSUER, THE JOINT LEAD MANAGERS OR THE ARRANGERS (IF DIFFERENT) OTHER THAN AS SET OUT IN THIS PROSPECTUS THAT WOULD PERMIT A PUBLIC OFFERING OF THE NOTES, OR POSSESSION OR DISTRIBUTION OF THIS PROSPECTUS OR ANY OTHER OFFERING MATERIAL IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE NOTES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS PROSPECTUS (NOR ANY PART THEREOF) NOR ANY OTHER INFORMATION MEMORANDUM, PROSPECTUS, FORM OF APPLICATION, ADVERTISEMENT, OTHER OFFERING MATERIAL OR OTHER INFORMATION MAY BE ISSUED, DISTRIBUTED OR PUBLISHED IN ANY COUNTRY OR JURISDICTION EXCEPT IN COMPLIANCE WITH APPLICABLE LAWS, ORDERS, RULES AND REGULATIONS, AND THE ISSUER AND THE JOINT LEAD MANAGERS HAVE REPRESENTED THAT ALL OFFERS AND SALES BY THEM HAVE BEEN AND WILL BE MADE ON SUCH TERMS.**

This Prospectus may be distributed and its contents disclosed only to the prospective investors to whom it is provided. By accepting delivery of this Prospectus, the prospective investors agree to these restrictions.

The distribution of this Prospectus (or any part thereof) and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part hereof) comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restriction.

**THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**NEITHER THE ISSUER NOR THE JOINT LEAD MANAGERS WILL OFFER, SELL OR DELIVER ANY NOTES AT ANY TIME WITHIN THE UNITED STATES OF AMERICA OR TO, OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS, AND SUCH OFFEROR WILL HAVE SENT TO EACH DISTRIBUTOR, DEALER OR PERSON RECEIVING A SELLING CONCESSION, FEE OR OTHER REMUNERATION THAT PURCHASES ANY NOTES FROM IT DURING THE DISTRIBUTION COMPLIANCE PERIOD RELATING THERETO A CONFIRMATION OR OTHER NOTICE SETTING FORTH THE RESTRICTIONS ON OFFERS AND SALES OF THE NOTES WITHIN THE UNITED STATES OF AMERICA OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS. TERMS USED IN THIS PARAGRAPH AND THE PREVIOUS PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S.**

UNDER THE SUBSCRIPTION AGREEMENT, EACH OF THE JOINT LEAD MANAGERS (I) HAS ACKNOWLEDGED THAT THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN CERTAIN TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; (II) HAS REPRESENTED AND AGREED THAT IT HAS NOT OFFERED, SOLD OR DELIVERED ANY NOTES, AND WILL NOT OFFER, SELL OR DELIVER ANY NOTES, (X) AS PART OF ITS DISTRIBUTION AT ANY TIME OR (Y) OTHERWISE BEFORE FORTY (40) CALENDAR DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE ISSUE DATE, EXCEPT IN ACCORDANCE WITH RULE 903 UNDER REGULATION S UNDER THE SECURITIES ACT; (III) HAS FURTHER REPRESENTED AND AGREED THAT NEITHER IT, ITS AFFILIATES NOR ANY PERSONS ACTING ON ITS OR THEIR BEHALF HAVE ENGAGED OR WILL ENGAGE IN ANY DIRECTED SELLING EFFORTS WITH RESPECT TO ANY NOTE, AND THEY HAVE COMPLIED AND WILL COMPLY WITH THE OFFERING RESTRICTIONS REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT, AND (IV) ALSO HAS AGREED THAT, AT OR PRIOR TO CONFIRMATION OF ANY SALE OF NOTES, IT WILL HAVE SENT TO EACH DISTRIBUTOR, DEALER OR PERSON RECEIVING A SELLING CONCESSION, FEE OR OTHER REMUNERATION THAT PURCHASES NOTES FROM IT DURING THE DISTRIBUTION COMPLIANCE PERIOD A CONFIRMATION OR TO SUBSTANTIALLY THE FOLLOWING EFFECT:

"THE SECURITIES COVERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, (A) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (B) OTHERWISE UNTIL FORTY (40) CALENDAR DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE, EXCEPT IN EITHER CASE IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT. TERMS USED ABOVE HAVE THE MEANING GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

EACH OF THE JOINT LEAD MANAGERS HAS REPRESENTED, WARRANTED AND AGREED TO THE ISSUER UNDER THE SUBSCRIPTION AGREEMENT THAT:

- (A) EXCEPT TO THE EXTENT PERMITTED UNDER UNITED STATES TREASURY REGULATION §1.163-5(C)(2)(I)(D), AS AMENDED, OR SUBSTANTIALLY IDENTICAL SUCCESSOR PROVISIONS ("*D RULES*"):
  - (I) IT HAS NOT OFFERED OR SOLD, AND UNTIL THE EXPIRATION OF A RESTRICTED PERIOD BEGINNING ON THE EARLIER OF THE CLOSING DATE OR THE COMMENCEMENT OF THE OFFERING AND ENDING FORTY DAYS AFTER THE CLOSING DATE WILL NOT OFFER OR SELL, ANY NOTES TO A PERSON WHO IS WITHIN THE UNITED STATES OR ITS POSSESSIONS OR TO A UNITED STATES PERSON; AND
  - (II) IT HAS NOT DELIVERED AND WILL NOT DELIVER IN DEFINITIVE FORM WITHIN THE UNITED STATES OR ITS POSSESSIONS ANY NOTES SOLD DURING THE RESTRICTED PERIOD;
- (B) IT HAS, AND THROUGHOUT THE RESTRICTED PERIOD WILL HAVE, IN EFFECT PROCEDURES REASONABLY DESIGNED TO ENSURE THAT ITS EMPLOYEES OR AGENTS WHO ARE DIRECTLY ENGAGED IN SELLING NOTES ARE AWARE THAT THE NOTES MAY NOT BE OFFERED OR SOLD DURING THE RESTRICTED PERIOD TO A PERSON WHO IS WITHIN THE UNITED STATES OR ITS POSSESSIONS OR TO A UNITED STATES PERSON, EXCEPT AS PERMITTED BY THE *D RULES*;
- (C) IF IT IS A UNITED STATES PERSON, IT IS ACQUIRING THE NOTES FOR THE PURPOSES OF RESALE IN CONNECTION WITH THEIR ORIGINAL ISSUANCE AND, IF IT RETAINS INITIAL NOTES FOR ITS OWN ACCOUNT, IT WILL ONLY DO SO IN ACCORDANCE WITH THE REQUIREMENTS OF UNITED STATES TREASURY REGULATION §1.163- 5(C)(2)(I)(D)(6) OR SUBSTANTIALLY IDENTICAL SUCCESSOR PROVISIONS;

- (D) WITH RESPECT TO EACH AFFILIATE OF THE JOINT LEAD MANAGER THAT ACQUIRES ANY NOTES FROM THE JOINT LEAD MANAGER FOR THE PURPOSE OF OFFERING OR SELLING SUCH NOTES DURING THE RESTRICTED PERIOD, THE JOINT LEAD MANAGER REPEATS AND CONFIRMS FOR THE BENEFIT OF THE ISSUER THE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS CONTAINED IN PARAGRAPHS (A), (B) AND (C) ABOVE ON SUCH AFFILIATE'S BEHALF; AND
- (E) EACH JOINT LEAD MANAGER REPRESENTS AND AGREES THAT IT HAS NOT ENTERED AND WILL NOT ENTER INTO ANY CONTRACTUAL ARRANGEMENT WITH A DISTRIBUTOR (AS THAT TERM IS DEFINED FOR PURPOSES OF THE D RULES) WITH RESPECT TO THE DISTRIBUTION OF NOTES, EXCEPT WITH ITS AFFILIATES OR WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER.

TERMS USED IN THE FOREGOING PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER, INCLUDING THE D RULES.

EACH OF THE JOINT LEAD MANAGERS HAS REPRESENTED, WARRANTED AND AGREED TO THE ISSUER UNDER THE SUBSCRIPTION AGREEMENT IN RESPECT OF THE NOTES THAT IT HAS NOT OFFERED OR SOLD THE NOTES, AND WILL NOT OFFER OR SELL THE NOTES, DIRECTLY OR INDIRECTLY, TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA AND HAS NOT DISTRIBUTED OR CAUSED TO BE DISTRIBUTED AND WILL NOT DISTRIBUTE OR CAUSE TO BE DISTRIBUTED TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA, THE PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES.

FOR THESE PURPOSES "*RETAIL INVESTOR*" MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING: (A) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "*MIFID II*") OR (B) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2016/97/EU (AS AMENDED, THE "*INSURANCE DISTRIBUTION DIRECTIVE*"), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II OR (C) NOT A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS REGULATION AND THE TERM "*OFFER*" INCLUDES THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE NOTES TO BE OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE THE NOTES.

EACH OF THE JOINT LEAD MANAGERS HAS REPRESENTED, WARRANTED AND AGREED TO THE ISSUER UNDER THE SUBSCRIPTION AGREEMENT IN RESPECT OF THE NOTES THAT IT HAS NOT OFFERED OR SOLD THE NOTES, AND WILL NOT OFFER OR SELL THE NOTES, DIRECTLY OR INDIRECTLY, TO RETAIL INVESTORS IN THE UNITED KINGDOM AND HAS NOT DISTRIBUTED OR CAUSED TO BE DISTRIBUTED AND WILL NOT DISTRIBUTE OR CAUSE TO BE DISTRIBUTED TO RETAIL INVESTORS IN THE UNITED KINGDOM, THE PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES.

FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 AS AMENDED BY THE EUROPEAN UNION (WITHDRAWAL AGREEMENT) ACT 2020 ("*EUWA*"); OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FSMA AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS



BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA.

FURTHER, EACH OF THE JOINT LEAD MANAGERS HAS REPRESENTED, WARRANTED AND AGREED TO THE ISSUER UNDER THE SUBSCRIPTION AGREEMENT THAT:

- (A) **FINANCIAL PROMOTION:** IT HAS ONLY COMMUNICATED OR CAUSED TO BE COMMUNICATED AND WILL ONLY COMMUNICATE OR CAUSE TO BE COMMUNICATED AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("*FSMA*")) RECEIVED BY IT IN CONNECTION WITH THE ISSUANCE OR SALE OF THE NOTES IN CIRCUMSTANCES IN WHICH SECTION 21(1) OF THE FSMA DOES NOT APPLY TO THE ISSUER; AND
- (B) **GENERAL COMPLIANCE:** IT HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FSMA WITH RESPECT TO ANYTHING DONE BY IT IN RELATION TO THE NOTES IN, FROM OR OTHERWISE INVOLVING THE UNITED KINGDOM.

IN THE FOREGOING PARAGRAPHS, "*UNITED KINGDOM*" SHALL MEAN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND.

EACH OF THE JOINT LEAD MANAGERS HAS REPRESENTED, WARRANTED AND AGREED TO THE ISSUER UNDER THE SUBSCRIPTION AGREEMENT THAT IT HAS NOT OFFERED, SOLD OR OTHERWISE TRANSFERRED AND WILL NOT OFFER, SELL OR OTHERWISE TRANSFER, DIRECTLY OR INDIRECTLY, ANY NOTES TO THE PUBLIC IN FRANCE OTHER THAN IN ACCORDANCE WITH THE EXEMPTION OF ARTICLE 1(4) OF THE PROSPECTUS REGULATION AND ARTICLE L. 411-2 1° OF THE FRENCH MONETARY AND FINANCIAL CODE (*CODE MONÉTAIRE ET FINANCIER*) AND IT HAS NOT DISTRIBUTED OR CAUSED TO BE DISTRIBUTED AND WILL NOT DISTRIBUTE OR CAUSE TO BE DISTRIBUTED TO THE PUBLIC IN FRANCE, OTHER THAN TO QUALIFIED INVESTORS, AS DEFINED IN ARTICLE 2(E) OF THE PROSPECTUS REGULATION, THIS PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES.

ALL APPLICABLE LAWS AND REGULATIONS MUST BE OBSERVED IN ANY JURISDICTION IN WHICH NOTES MAY BE OFFERED, SOLD OR DELIVERED. EACH OF THE JOINT LEAD MANAGERS HAS AGREED THAT IT WILL NOT OFFER, SELL OR DELIVER ANY OF THE NOTES, DIRECTLY OR INDIRECTLY, OR DISTRIBUTE THIS PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES, IN OR FROM ANY JURISDICTION EXCEPT UNDER CIRCUMSTANCES THAT WILL TO THE BEST KNOWLEDGE AND BELIEF OF SUCH JOINT LEAD MANAGER RESULT IN COMPLIANCE WITH THE APPLICABLE LAWS AND REGULATIONS THEREOF AND THAT WILL NOT IMPOSE ANY OBLIGATIONS ON THE ISSUER EXCEPT AS SET OUT IN THE SUBSCRIPTION AGREEMENT.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or an offer to sell or the solicitation of an offer to buy any of the securities offered hereby in any circumstances in which such offer or solicitation is unlawful. This Prospectus does not constitute, and may not be used for, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus, or an invitation by, or on behalf of, the Issuer or the Joint Lead Manager to subscribe for or to purchase any of the Notes (or of any part thereof), see "*SUBSCRIPTION AND SALE*".

An investment in the Notes is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

It should be remembered that the price of securities and the income from them can go down as well as up.

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## RISK FACTORS

The following is an overview of risk factors which prospective investors should consider before deciding to purchase the Notes. While the Issuer believes that the following statements describe the material risk factors in relation to the Issuer and the material risk factors inherent to the Notes and are up to date as of the date of this Prospectus, prospective investors are requested to consider all the information in this Prospectus, make such other enquiries and investigations as they consider appropriate and reach their own views prior to making any investment decisions.

The Notes will be solely contractual obligations of the Issuer. The Notes will not be obligations or responsibilities of, or guaranteed by, any of the Seller, the Servicer (if different), the Corporate Administrator, the Transaction Security Trustee, the Data Trustee, the Interest Determination Agent, the Principal Paying Agent, the Calculation Agent, the Cash Administrator, the Account Bank, the Joint Lead Managers, the Arrangers (if different), the Listing Agent, the Class A Notes Common Safekeeper, the Common Depository, the Interest Rate Swap Counterparty or any of their respective affiliates or any affiliate of the Issuer or any other party (other than the Issuer) to the Transaction Documents or any other third person or entity other than the Issuer. Furthermore, no person other than the Issuer will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amount due under the Notes.

Various factors that may affect the Issuer's ability to fulfil its obligations under the Notes are categorised below as either (i) risks relating to the Issuer, (ii) risks relating to the Notes, (iii) legal risks, in particular relating to the Purchased Lease Receivables, (iv) taxation risks and (v) commercial risks, in each case which are material for the purpose of taking an informed investment decision with respect to the Notes. Several risks may fall into more than one of these categories and investors should therefore not conclude from the fact that a risk factor is discussed under a specific category that such risk factor could not also fall and be discussed under one or more other categories.

### ***I. Risks relating to the Issuer***

#### **Liability under the Notes; Limited Recourse**

The Notes represent obligations of the Issuer only, and do not represent obligations of, and are not guaranteed by, any other person or entity. In particular, the Notes do not represent obligations of, and will not be guaranteed by, any of the Seller, the Servicer (if different), the Corporate Administrator, the Transaction Security Trustee, the Data Trustee, the Principal Paying Agent, the Calculation Agent, the Cash Administrator, the Interest Determination Agent, the Joint Lead Managers, Arrangers (if different), the Listing Agent, the Class A Notes Common Safekeeper, the Common Depository, the Interest Rate Swap Counterparty or any of their respective affiliates or any affiliate of the Issuer or any other party (other than the Issuer) to the Transaction Documents or any other third person or entity other than the Issuer. No person other than the Issuer will accept any liability whatsoever to the Noteholders in respect of any failure by the Issuer to pay any amount due under the Notes.

Notwithstanding anything to the contrary under the Notes or in any other Transaction Document to which the Issuer is expressed to be a party, all amounts payable or expressed to be payable by the Issuer hereunder shall be recoverable solely out of the Available Distribution Amount which shall be generated by, and limited to (i) payments made to the Issuer by the Servicer under the Servicing Agreement, (ii) payments made to the Issuer under the other Transaction Documents (including the Mezzanine Loan, as applicable), (iii) proceeds from the realisation of the Note Collateral and (iv) interest earned, if any, on the balance credited to the Transaction Account and, if applicable, the Purchase Shortfall Account, as available on the relevant Payment Date (as defined in Condition 5.1 (*Payment Dates*)), in each case in accordance with and subject to the relevant Priorities of Payments and which shall only be settled if and to the extent that the Issuer is in a position to settle such claims using future profits, any remaining liquidation proceeds or any current positive balance of the net assets of the Issuer. The Notes shall not give rise to any payment obligation in excess of the Available Distribution Amount and recourse shall be limited accordingly.

The Issuer shall hold all monies paid to it in the Transaction Account, except the Commingling Reserve Required Amount which the Issuer shall hold in the Commingling Reserve Account, the Required Liquidity

Reserve Amount which the Issuer shall hold in the Liquidity Reserve Account, the Required Replacement Servicer Fee Reserve Amount which the Issuer shall hold in the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Amount which the Issuer shall hold in the Purchase Shortfall Account. Furthermore, the Issuer shall exercise all of its rights under the Transaction Documents with the due care of a prudent businessman such that obligations under the Notes may be performed to the fullest extent possible.

To the extent the assets of the Issuer are ultimately insufficient to satisfy the claims of all Noteholders in full, the Issuer shall notify the Noteholders that no further amounts are available and no further proceeds can be realised from the Issuer's assets to satisfy any outstanding claims of the Noteholders, and neither assets nor proceeds will be so available thereafter. For the avoidance of doubt, nothing in this section shall limit or otherwise restrict the validity or maturity of, or constitute a waiver (*Verzicht*) of, any of the claims of the Noteholders against the Issuer under or in connection with the Notes.

The Noteholders shall not (otherwise than as contemplated herein) take steps against the Issuer, its officers or directors to recover any sum so unpaid and, in particular, the Noteholders shall not petition or take any other step or action for the winding up, examinership, liquidation or dissolution of the Issuer, or its officers or directors, nor for the appointment of a liquidator, examiner, receiver or other person in respect of the Issuer or its assets.

There is no specific statutory or judicial authority in German law on the validity of such non-petition clauses, limited recourse clauses or priority of payment clauses (such as contained in the Priorities of Payments). It cannot be excluded that a German court might hold that any such clauses in the German law governed Transaction Documents are void in cases where the Issuer intentionally breaches its duties or intentionally does not fulfil its respective obligations under such documents. In this case the allocation of relevant Available Distribution Amounts as provided for in the relevant Pre-Enforcement Priorities of Payments in the Transaction Documents may be invalid and junior creditors may be entitled to receive higher payments than provided for in the Transaction Documents, causing a respective loss for the senior creditors such as the Noteholders. The foregoing would apply to other restrictions of liability of the Issuer as well. In individual cases, German courts held that a non-petition clause in a lease agreement preventing the lessee from initiating court proceedings against the lessor was void as it violated *bonos mores* and that the parties to a contract may only waive their respective right to take legal action in advance to a certain specified extent, but not entirely, because the right to take legal action is a core principle of the German legal system. However, the Issuer has been advised that these rulings are based on the particularities of the respective cases and, therefore, should not give rise to the conclusion that non-petition clauses, limited recourse clauses or priority of payment clauses are generally void under German law. Additionally, because under German law a party is generally free to waive its claim against another party in advance, a partial waiver, in the sense that the party waives only its rights to enforce its claims, should a fortiori be valid.

Notwithstanding the foregoing, the risk cannot be excluded that the Issuer may become subject to insolvency or similar proceedings, in particular, as the Issuer's solvency depends on the receipt of cash-flows from the Seller and the Lessees.

#### **Limited Resources of the Issuer**

The Company is a special purpose financing entity organised under and governed by the Securitisation Law and, in respect of its Compartment Leasing 2023-1, with no business operations other than the issue of the Notes and the purchase and financing of the Purchased Lease Receivables. Assets and proceeds of the Company in respect of Compartments other than Compartment Leasing 2023-1 will not be available for payments under the Notes. Therefore, the ability of the Issuer to meet its obligations under the Notes will depend, *inter alia*, upon receipt of:

- payments of lease instalments and certain other payments received as Collections under the Purchased Lease Receivables pursuant to the Servicing Agreement and the Lease Receivables Purchase Agreement;
- Deemed Collections (if due) from the Seller;
- funds (if due) from the Interest Rate Swap Counterparty under the Swap Agreement (excluding, however, (i) any Swap Collateral other than any proceeds from such Swap Collateral applied in

satisfaction of payments due to the Issuer in accordance with the Swap Agreement upon early termination of the Swap Agreement, (ii) any Excess Swap Collateral, (iii) any amount received by the Issuer in respect of a replacement swap, premium to the extent that such amount is required to be applied directly to pay a termination payment due and payable by the Issuer to the Interest Rate Swap Counterparty upon termination of the Swap Agreement, and (iv) any Swap Tax Credits);

- interest earned on the amounts credited to the Transaction Account, the Liquidity Reserve Account and the Purchase Shortfall Account, if any;
- amounts paid by any third party as purchase prices for Defaulted Lease Receivables and any relevant Related Lease Collateral;
- proceeds of the realisation of the Note Collateral;
- payments (if any) under the other Transaction Documents in accordance with the terms thereof. Other than the foregoing, the Issuer will have no funds available to meet its obligations under the Notes.

The Securitisation Law recognises non-petition and limited recourse clauses. As a consequence, the rights of the Noteholders are limited to the assets allocated to Compartment Leasing 2023-1. The Company will not be obliged to make any further payments to any Noteholder in excess of the amounts received upon the realisation of the assets allocated to its Compartment Leasing 2023-1. In case of any shortfall, the claims of the Noteholders will be extinguished. No such party will have the right to petition for the winding-up, the liquidation or the bankruptcy of the Issuer or the Company as a consequence of any shortfall.

The Noteholders may be exposed to competing claims of other creditors of the Company, the claims of which have not arisen in connection with the creation, the operation or the liquidation of Compartment Leasing 2023-1, if foreign courts, which have jurisdiction over assets of the Issuer allocated to its Compartment Leasing 2023-1, do not recognise the segregation of assets as provided for in the Securitisation Law.

#### **Insolvency of SC Germany S.A.**

Although the Issuer will contract on a "**limited recourse**" and "**non-petition**" basis, it cannot be excluded as a risk that the assets of the Issuer will become subject to bankruptcy proceedings.

The Company is a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, has its centre of main interest (*centre des intérêts principaux*) (for the purposes of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended) in Luxembourg, has its registered office in Luxembourg and is managed by its board of directors.

Under Luxembourg law, a company is bankrupt (*en faillite*) when it is unable to meet its current liabilities and when its creditworthiness is impaired. In particular, under Luxembourg bankruptcy law, certain payments made, as well as other transactions concluded or performed by the bankrupt party during the so-called "**suspect period**" (*période suspecte*) may be subject to cancellation by the bankruptcy court. Whilst the cancellation is compulsory in certain cases, it is optional in other cases. The "**suspect period**" is the period that lapses between the date of cessation of payments (*cessation de paiements*), as determined by the bankruptcy court, and the date of the court order declaring the bankruptcy. The "**suspect period**" cannot exceed six months.

Under Article 445 of the Luxembourg Code of Commerce: (a) a contract for the transfer of movable or immovable property entered into or carried out without consideration, or a contract or transaction entered into or carried out with considerably insufficient consideration for the insolvent party; (b) a payment, whether in cash or by transfer, assignment, sale, set-off or otherwise for debts not yet due, or a payment other than in cash or bills of exchange for debts due or (c) a contractual or judiciary mortgage, pledge, or charge on the debtors assets for previously contracted debts, would each be unenforceable against the bankruptcy estate if carried out during the suspect period or ten days preceding the suspect period.

Under Article 446 of the Luxembourg Code of Commerce, any payments made by the bankrupt Lessee for matured debt in the suspect period may be rescinded if the creditor was aware of the cessation of payment of the debtor.

Under Article 448 of the Luxembourg Code of Commerce, transactions entered into by the bankrupt Lessee with the intent to deprive its creditors are null and void (Article 448 of the Code of Commerce) and can be challenged by a bankruptcy receiver without limitation of time.

The Company can be declared bankrupt upon petition by a creditor of the Company or at the initiative of the court or at the request of the Company in accordance with the relevant provisions of Luxembourg bankruptcy laws. The conditions for opening bankruptcy proceedings are the stoppage of payments (*cessation des paiements*) and the loss of commercial creditworthiness (*ébranlement du crédit commercial*). The failure of controlled management proceedings may also constitute grounds for opening bankruptcy proceedings. If the above mentioned conditions are satisfied, the Luxembourg court will appoint a bankruptcy receiver (*curateur*) who shall be the sole legal representative of the Company and obliged to take such action as it deems to be in the best interests of the Company and of all creditors of the Company. Certain preferred creditors of the Company (including the Luxembourg tax authorities) may have a privilege that ranks senior to the rights of the Noteholders in such circumstances. Other bankruptcy proceedings under Luxembourg law include controlled management and moratorium of payments (*gestion contrôlée et sursis de paiement*) of the Company, composition proceedings (*concordat*) and judicial liquidation proceedings (*liquidation judiciaire*).

If the Company fails for any reason to meet its obligations or liabilities (that is, if the Company is unable to pay its debts and may obtain no further credit), a creditor, who has not (and cannot be deemed to have) accepted non petition and limited recourse provisions in respect of the Company, will be entitled to make an application for the commencement of bankruptcy proceedings against the Company.

Furthermore, the commencement of such proceedings may – under certain conditions – entitle creditors (including the relevant counterparties) to terminate contracts with the Company and claim damages for any loss created by such early termination. The Company will seek to contract only with parties who agree not to make application for the commencement of winding-up, liquidation and bankruptcy or similar proceedings against the Company. Legal proceedings initiated against the Company in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court.

However, in the event that the Company were to become subject to a bankruptcy or similar proceeding, the rights of the Noteholders could be uncertain, and payments on the Notes may be limited and suspended or stopped.

The Company will seek to contract only with parties who agree not to make any application for the commencement of winding-up, liquidation or bankruptcy or similar proceedings against the Company. Legal proceedings initiated against the Company in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court. However, if the Company fails for any reason to meet its obligations or liabilities, a creditor who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Company is entitled to make an application for the commencement of insolvency proceedings against the Company. In that case, the commencement of such proceedings may, in certain conditions, entitle creditors to terminate contracts with the Company and claim damages for any loss suffered as a result of such early termination.

#### **Violation of Articles of Association**

The Company's articles of association limit the scope of the Issuer's business. In particular, the Issuer undertakes not to engage in any business activity other than entering into securitisation transactions. However, under Luxembourg law, an action by the Issuer that violates its articles of association and the Transaction Document would still be a valid obligation of the Issuer. Further, according to Luxembourg company law, a public limited liability company (*société anonyme*) shall be bound by any act of the board of directors, even if such act exceeds the corporate object, unless it proves that the third party knew that the act exceeded the corporate object or could not in view of the circumstances have been unaware of it without the mere publication of the articles of association constituting such evidence. Any such activity which is to the detriment of the Noteholders may adversely affect payments to the Noteholders under the Notes.



## **II. Risks relating to the Notes**

### **Early Redemption of the Notes and Effect on Yield**

The yield to maturity of any Note of each Class will depend on, *inter alia*, the amount and timing of payment of principal and interest on the Purchased Lease Receivables and the price paid by the Noteholder for such Note.

As at the Closing Date, the Replenishment Period will commence on (but excluding) the Closing Date and end on (i) the Payment Date falling in [December 2024] (inclusive) or, if earlier, (ii) the date on which an Early Amortisation Event occurs (exclusive). Following the expiration of the Replenishment Period, the Notes will be subject to redemption in accordance with the Pre-Enforcement Principal Priority of Payment. In addition, the redemption of the Class F Notes will start on the first Payment Date in accordance with the Pre-Enforcement Interest Priority of Payments.

On any Cut-Off Date on or following which the Aggregate Outstanding Discounted Receivables Balance has been reduced to less than 10% of the initial Aggregate Outstanding Discounted Receivables Balance as of the first Cut-Off Date, the Seller may, subject to certain conditions, repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) for a purchase price equal to the Final Repurchase Price of the Purchased Lease Receivables and the proceeds from such repurchase shall constitute Collections and the payments of principal in accordance with the Pre-Enforcement Principal Priority of Payment on such Payment Date will lead to an early redemption of the Class A Notes to the Class F Notes in accordance with the Terms and Conditions of the Notes. This may adversely affect the yield on the then outstanding Classes of Notes.

In addition, the Issuer may, subject to certain conditions, redeem all or certain Classes of the Notes if under applicable law the Issuer is required to make a deduction or withholding for or on account of tax or if a Regulatory Change Event occurs (including, *inter alia*, upon the receipt by the Seller of a notification by or other communication from the applicable regulatory or supervisory authority on or after the Closing Date which, in the reasonable opinion of the Seller, has the effect of materially adversely affecting the rate of return on capital of the Issuer and/or the Seller or materially increasing the cost or materially reducing the benefit to the Seller of the transactions contemplated by the Transaction Documents) (see Condition 7.6 (*Optional Redemption upon Occurrence of a Regulatory Change Event*) of the Terms and Conditions of the Notes).

In the event of an early redemption of the Notes due to the occurrence of a Tax Call Event in accordance with Condition 7.5(b) (*Early Redemption*) of the Terms and Conditions of the Notes, the funds available to the Issuer to redeem the Notes of the relevant Classes will be limited to the Final Repurchase Price, received by the Issuer from the Seller (with respect to Condition 7.5(b) (*Early Redemption*) accordance with the Pre-Enforcement Principal Priority of Payments, as determined on the Cut-Off Date immediately preceding the relevant Tax Call Redemption Date. There can be no guarantee that such amounts shall be sufficient to repay all amounts of principal and interest outstanding under each Class of Notes that shall be redeemed on the applicable Tax Call Redemption Date and following distribution of such amounts in accordance with the relevant Pre-Enforcement Priority of Payments the relevant Noteholders shall not receive any further payments of interest or principal on the redeemed Notes and the Notes of each affected Class shall be cancelled on such Tax Call Redemption Date. This may adversely affect the yield on the then outstanding Classes of Notes.

### **Subordination amongst Classes of Notes**

To the extent set forth in the relevant Priorities of Payments, (i) the Class A Notes will rank *pari passu* between themselves but in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (ii) the Class B Notes will rank *pari passu* amongst themselves but in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, (iii) the Class C Notes will rank *pari passu* between themselves but in priority to the Class D Notes, the Class E Notes and the Class F Notes, (iv) the Class D Notes will rank *pari passu* amongst themselves but in priority to the Class E Notes and the Class F Notes and (v) the Class E Notes will rank *pari passu* amongst themselves but in priority to the Class F Notes.

Further, and as set forth in the Pre-Enforcement Principal Priority of Payments, the amortisation of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will, subject to the occurrence of a Sequential Payment Trigger Event, change from an amortisation on a *pro rata* basis to sequential amortisation. Accordingly, if a Sequential Payment Trigger Event has occurred, payments with respect to principal on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will, in each case, only be made after the respective Notes ranking in priority have been redeemed in full.

The terms on which the Note Collateral will be held will provide that, upon enforcement, certain payments will be made in priority to payments in respect of interest and principal (where appropriate) on the Notes. The payment of such amounts will reduce the amount available to the Issuer to make payments of interest and, as applicable, principal on the Notes. Upon acceleration of the Notes, all amounts owing to the Class A Noteholders will rank higher in priority to all amounts owing to the Class B Noteholders, all amounts owing to the Class B Noteholders will rank higher in priority to all amounts owing to the Class C Noteholders, all amounts owing to the Class C Noteholders will rank higher in priority to all amounts owing to the Class D Noteholders, all amounts owing to the Class D Noteholders will rank higher in priority to all amounts owing to the Class E Noteholders and all amounts owing to the Class E Noteholders will rank higher in priority to all amounts owing to the Class F Noteholders.

### **Interest Rate Risk**

Payments made to the Seller by any Lessee under a Lease Contract comprise monthly Lease Interest Components calculated with respect to a fixed interest rate. However, payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are calculated with respect to EURIBOR plus a margin. To ensure that the Issuer will not be exposed to any material interest rate discrepancy, the Issuer and the Interest Rate Swap Counterparty have entered into a Swap Agreement under which the Issuer will make payments by reference to a fixed rate and the Interest Rate Swap Counterparty will make payments by reference to EURIBOR under the Swap Agreement, in each case calculated with respect to the notional amount as determined under the Swap Agreement.

During periods in which floating rate interests payable by the Interest Rate Swap Counterparty under the Swap Agreement are greater than the fixed rate interests payable by the Issuer under the Swap Agreement, the Issuer will be more dependent on receiving net payments from the Interest Rate Swap Counterparty in order to make interest payments on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes. Consequently, a default by the Interest Rate Swap Counterparty on its obligations under the Swap Agreement may lead to the Issuer not having sufficient funds to meet its obligations to pay interest on the Notes.

The Interest Rate Swap Counterparty may terminate the Swap Agreement if the Issuer becomes insolvent, if the Issuer fails to make a payment under the Swap Agreement when due and such failure is not remedied within five (5) Local Business Days (as defined in the Swap Agreement) of notice of such failure being given, if performance of the Swap Agreement becomes illegal or if payments to the Interest Rate Swap Counterparty are reduced or payments from the Interest Rate Swap Counterparty are increased for a set period of time due to tax reasons. The Issuer may terminate the Swap Agreement if, among other things, the Interest Rate Swap Counterparty becomes insolvent, the Interest Rate Swap Counterparty fails to make a payment under the Swap when due and such failure is not remedied within five Local Business Days of notice of such failure being given, performance of the Swap becomes illegal or payments to the Issuer are reduced or payments from the Issuer are increased due to tax for a period of time.

The Issuer is exposed to the risk that the Interest Rate Swap Counterparty may become insolvent. In the event that the Interest Rate Swap Counterparty suffers a ratings downgrade, the Issuer may terminate the related Swap if the Interest Rate Swap Counterparty fails, within a set period of time, to take certain actions intended to mitigate the effects of such downgrade. Such actions could include the Interest Rate Swap Counterparty collateralising its obligations as a referenced amount, transferring its obligations to a replacement Interest Rate Swap Counterparty or procuring a guarantee. However, in the event the Interest Rate Swap Counterparty is downgraded there can be no assurance that a guarantor or replacement Interest Rate Swap Counterparty will be found or that the amount of collateral will be sufficient to meet the Interest Rate Swap Counterparty's obligations.

If the Swap Agreement is terminated by either party, then depending on the market value of the swap a termination payment may be due to the Issuer or to the Interest Rate Swap Counterparty. Any such termination payment could, if market interest rates and other conditions have changed materially, be substantial. Under certain circumstances, termination payments required to be made by the Issuer to the Interest Rate Swap Counterparty will rank higher in priority than all payments on the Notes. In such circumstances, the Pre-Enforcement Available Interest Amount or the Post-Enforcement Available Distribution Amount, as the case may be, may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes.

In the event that the Swap Agreement is terminated by either party or the Interest Rate Swap Counterparty becomes insolvent, the Issuer may not be able to enter into a swap agreement with a replacement swap counterparty immediately or at a later date. If a replacement Interest Rate Swap Counterparty cannot be contracted, the amount available to pay principal of and interest on the Notes will be reduced if the floating rate on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, exceeds the fixed rate the Issuer would have been required to pay the Interest Rate Swap Counterparty under the terminated Swap Agreement. Under these circumstances the Collections of the Purchased Lease Receivables may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes.

The enforceability of a contractual provision which alters the priorities of payments to subordinate the claim of the Interest Rate Swap Counterparty (to the claims of other creditors of its counterparty) upon the occurrence of an insolvency of or other default by the Interest Rate Swap Counterparty (a so-called flip clause) has been challenged in the English and U.S. courts. However this is an aspect of cross border insolvency law which remains untested. Whilst the priority issue is considered largely resolved in England and Wales, concerns still remain that the English and U.S. courts will diverge in their approach which, in the case of an unfavourable decision in the U.S., may adversely affect the Issuer's ability to make payments on the Notes. If a creditor of the Issuer (such as the Interest Rate Swap Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the Transaction Documents (such as a provision of the relevant Priority of Payments which refers to the ranking of the Interest Rate Swap Counterparty's rights in respect of certain amounts under the Swap Agreement). In particular there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy law. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as an Interest Rate Swap Counterparty, including U.S. established entities and certain non-U.S. established entities with assets or operations in the U.S. (although the scope of any such proceedings may be limited if the relevant non-U.S. entity is a bank with a licensed branch in a U.S. state). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, such actions may adversely affect the rights of the Noteholders, the rating and/or the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

**Changes or Uncertainty in respect of EURIBOR may affect the value or payment of interest under the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes**

EURIBOR qualifies as a benchmark (a "**Benchmark**") within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EC and Regulation (EU) No 596/2014 (the "**EU Benchmarks Regulation**"), which is applicable since 1 January 2018. Currently, EURIBOR has been identified as a "critical benchmark" within the meaning of the Benchmark Regulation. The Benchmark Regulation applies to "contributors", "administrators" and "users" of benchmarks (such as EURIBOR) in the EU, and among other things, (i) requires benchmark administrators to be authorised and to comply with extensive requirements in relation to the administration of benchmarks and (ii) ban the use of benchmarks of unauthorised administrators. EURIBOR is administered by European Money Markets Institute which is registered in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") as of the date of

this Prospectus. Should the European Money Markets Institute become de-registered from ESMA's register of administrators and benchmarks, there is a risk that the use of EURIBOR might be banned in accordance with the Benchmark Regulation.

Furthermore, it is not possible to ascertain as at the date of this Prospectus (i) what the impact of the EU Benchmarks Regulation will be on the determination of EURIBOR in the future, which could adversely affect the value of the Notes, (ii) how changes in accordance with the EU Benchmarks Regulation may impact the determination of EURIBOR for the purposes of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, the Class F Notes and the Swap Agreement, (iii) whether any changes in accordance with the EU Benchmarks Regulation will result in a sudden or prolonged increase or decrease in EURIBOR rates or (iv) whether changes in accordance with the EU Benchmarks Regulation will have an adverse impact on the liquidity or the market value of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and the Class F Notes and the payment of interest thereunder.

The EU Benchmarks Regulation as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK Benchmarks Regulation**") contains similar requirements with respect to the UK, in particular the requirement for benchmark administrators to be authorised or registered (or, if non-UK-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and prevent certain uses by UK-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-UK based, deemed equivalent or recognised or endorsed). The transitional period for third country benchmarks has been extended to 31 December 2025.

Any consequential changes to EURIBOR as a result of any legislation or regulation in the European Union, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the value of and return on the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and the Class F Notes. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules of methodologies used in certain Benchmarks, adversely affect the performance of a Benchmark or lead to the disappearance of certain Benchmarks.

Investors should, in particular, be aware of any of the reforms referred to above, or proposed changes to EURIBOR could impact on the published rate or level (i.e. it could be lower/more volatile than would otherwise be the case), in particular as set out in Condition 12 of the Terms and Conditions of the Notes. Amongst others, the cessation of EURIBOR being published would result in the setting of a so-called alternative base rate and related base rate modification and, if a certain percentage of the Noteholders of the respective Most Senior Class of Notes objects to such base rate modification and no Noteholder resolution is passed (as further described in Condition 12 of the Terms and Conditions of the Notes), may result in the continued use of the EURIBOR as determined on the last Interest Determination Date on which EURIBOR was still available. Furthermore, investors should be aware that the EU Benchmarks Regulation and the UK Benchmarks Regulation can deviate after any transitional period.

## **Ratings of the Notes**

### *General Requirements*

Each rating assigned to the Notes by any Rating Agencies takes into consideration the structural and legal aspects associated with the Notes and the underlying Purchased Lease Receivables, the credit quality of the Portfolio, the extent to which the Lessees' payments under the Purchased Lease Receivables are adequate to make the payments required under the Notes as well as other relevant features of the structure, including, inter alia, the credit situation of the Interest Rate Swap Counterparty, the Account Bank, the Seller and the Servicer (if different). Each Rating Agency's rating reflects only the view of that Rating Agency. Each rating assigned to the Notes addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on the Notes on each Payment Date and the ultimate payment of principal on the Legal Maturity Date of the Notes. In particular, the ratings assigned by Moody's to the Notes address the expected loss to a Noteholder by the Legal Maturity Date for such Notes and reflect Moody's opinion that the structure allows for timely payment of interest and ultimate payment of principal by the Legal Maturity Date. DBRS' ratings

address only the credit risks associated with this Transaction. The ratings assigned to the Notes by DBRS address the likelihood of full and timely payment of interest on each Payment Date and the ultimate payment of principal by the Legal Maturity Date. The Issuer has not requested a rating of the Notes by any rating agency other than the Rating Agencies. However, rating organisations other than the Rating Agencies may seek to rate the Notes and, if such "**shadow ratings**" or "**unsolicited ratings**" are low, in particular, in the case of the Notes, lower than the comparable ratings assigned to the Notes by the Rating Agencies, such shadow or unsolicited ratings could have an adverse effect on the value of any Class of Notes. Future events, including events affecting the Interest Rate Swap Counterparty, the Account Bank, the Seller and the Servicer (if different) could also have an adverse effect on the rating of any Class of the Notes.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating organisation. The ratings assigned to the Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that the ratings will continue for any period of time or that they will not be lowered, reviewed, suspended or withdrawn by the Rating Agencies. In the event that the ratings initially assigned to the Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason (including, without limitation, any subsequent change of the rating methodologies and/or criteria applied by the Relevant Rating Agency), no person or entity is obliged to provide any additional support or credit enhancement to the Notes.

Credit rating agencies ("**CRA**") review their rating methodologies on an ongoing basis, also taking into account recent legal and regulatory developments and there is a risk that changes to such methodologies would adversely affect credit ratings of the Notes even where there has been no deterioration in respect of the criteria which were taken into account when such ratings were first issued. Rating agencies and their ratings are subject to Regulation 1060/2009/EC of the European Parliament and the Council of 16 September 2009 on credit rating agencies, as amended pursuant to Regulation 513/2011/EU of the European Parliament and the Council of 11 May 2011 and to Regulation 462/2013/EU of the European Parliament and of the Council of 31 May 2013 ("**CRA Regulation**") providing, *inter alia*, for requirements as regards the use of ratings for regulatory purposes of banks, insurance companies, reinsurance undertakings, and institutions for occupational retirement provision, the avoidance of conflict of interests, the monitoring of the ratings, the registration of rating agencies and the withdrawal of such registration as well as the supervision of rating agencies. If a registration of a rating agency is withdrawn, ratings issued by such rating agency may not be used for regulatory purposes. The list of registered and certified rating agencies published by the European Securities Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

In the event that the ratings initially assigned to the Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement to the Notes. Noteholders should consult their own professional advisers to assess the effects of such EU regulations on their investment in the Notes.

### **CRA3**

On 31 May 2013, the finalised text of Regulation (EU) No 462/2013 ("**CRA3**") of the European Parliament and of the European Council amending the CRA Regulation was published in the Official Journal of the European Union. The CRA3 amends the CRA Regulation and provides, *inter alia*, for requirements as regards the use of ratings for regulatory purposes also for investment firms, the obligation of an investor to make its own credit assessment, the establishment of a European rating platform and civil liability of rating agencies. The CRA3 introduced a requirement that where an issuer or related third parties (which term includes sponsors and originators) intends to solicit a credit rating of a structured finance instrument, the issuer will appoint at least two credit rating agencies to provide ratings independently of each other, and should, among those, consider appointing at least one rating agency having not more than a 10 per cent. total market share (as measured in accordance with Article 8d(3) of the CRA (as amended by CRA3)) (a small CRA), provided that a small CRA is capable of rating the relevant issuance or entity. The Issuer has appointed DBRS and Moody's, each of which is established in the EEA and is registered under the CRA and has considered appointing a small CRA.

Under the UK CRA Regulation, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the UK and registered or certified under the UK CRA Regulation.

### **Eurosystem Eligibility**

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream Luxembourg as Class A Notes Common Safekeeper and does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem (the "**Eurosystem Eligible Collateral**") either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline (EU) 2015/510 of the European Central Bank ("**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast), which applies since 1 May 2015, as amended by Guideline (EU) 2019/1032 of the ECB of 10 May 2019 (ECB/2019/11) and Guideline (EU) 2020/1690 of 25 September 2020 (ECB/2020/45).

In addition, on 15 December 2010 the Governing Council of the ECB has decided on the establishment of loan-by-loan information requirements for asset-backed securities ("**ABS**") in the Eurosystem collateral framework. The implementation of the loan-level reporting requirements has become effective for consumer finance ABS as of 1 January 2014. The Seller has as long as the Class A Notes are outstanding the right but not the obligation to make loan level data in such a manner available as may be required to comply with the Eurosystem eligibility criteria (as set out in Annex VIII (loan level data requirements for asset-backed securities) of the Guideline (EU) 2015/510 of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast), which applies since 1 May 2015, as amended by Guideline (EU) 2019/1032 of the ECB of 10 May 2019 (ECB/2019/11) and Guideline (EU) 2020/1690 of 25 September 2020 (ECB/2020/45) as further amended and applicable from time to time), subject to applicable data protection and banking requirements.

If the Class A Notes do not satisfy the criteria specified by the European Central Bank, or if the Issuer (or the Servicer on its behalf) fails to submit the required loan-level data, there is a risk that the Class A Notes will not be qualified as Eurosystem eligible collateral. Neither the Issuer, any Joint Lead Manager nor any Co-Arranger gives any representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue, or any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any prospective investor in the Class A Notes should consult its professional advisers with respect to whether or not the Class A Notes constitute Eurosystem eligible collateral at any point of time during the life of the Class A Notes.

Any prospective investor in the Class A Notes should make their own conclusion and seek their own advice with respect to whether or not the Class A Notes constitute Eurosystem Eligible Collateral at any point of time during the life of the Class A Notes.

### **Risks relating to the German Act on Debt Securities (*Schuldverschreibungsgesetz*)**

With respect to each Class of Notes, a Noteholder is subject to the risk to be outvoted and to lose rights towards the Issuer against his will in the case that the Noteholders of the relevant Class of Notes agree pursuant to the Terms and Conditions to amendments of the Terms and Conditions by majority vote according to the *Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz - SchVG) (German Act on Debt Securities)*. In the case of an appointment of a Noteholder's representative for all Noteholders of a Class of Notes a particular Noteholder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Noteholders of such Class of Notes.

### **U.S. Risk Retention Rules**

The final rules promulgated under section 15 (G) of the U.S. Securities Exchange Act of 1934, as amended, codified as Regulation RR 17 C.F.R. Part 246 (the "**U.S. Risk Retention Rules**"), and require the "**sponsor**" of a "**securitisation transaction**" to retain at least 5 per cent. of the "**credit risk**" of "**securitised assets**", as such terms are defined under the U.S. Risk Retention Rules, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk

that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

With respect to the U.S. Risk Retention Rules, the Seller and the Issuer agreed that the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules and that the Seller does not intend to retain credit risk in connection with the offer and sale of the Notes but rather intends to rely the safe harbour provided for in Section \_\_.20 of the U.S. Risk Retention Rules regarding certain non-U.S. related transactions. Such non-U.S. related transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the asset-backed securities are issued, as applicable) of all classes of asset-backed securities issued in the securitisation transaction are sold or transferred to "**U.S. persons**" (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**") or for the account or benefit of Risk Retention U.S. Persons; (3) neither the sponsor nor the issuer of the securitisation transaction is (i) chartered, incorporated or organised under the laws of the United States or any state, (ii) an unincorporated branch or office of an entity chartered, incorporated or organised under the laws of the United States or any state or (iii) an unincorporated branch or office located in the United States of an entity that is chartered, incorporated or organized under the laws of a jurisdiction other than the United States or any state; and (4) if the sponsor or issuer is chartered, incorporated or organised under the laws of a jurisdiction other than the United States or any state, no more than 25 per cent. (as determined based on unpaid principal balance) of the underlying collateral was acquired from a majority-owned affiliate or an unincorporated branch or office of the sponsor or issuer organised and located in the United States.

Purchasers of Notes that are Risk Retention U.S. Persons are required to obtain the prior written consent of the Seller, who will be monitoring the level of Notes purchased by, or for the account or benefit of, Risk Retention U.S. Persons. There can be no assurance that the requirement to obtain the Seller's prior written consent to the purchase of any Notes by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with.

Prospective investors should note that the definition of "**U.S. person**" in the U.S. Risk Retention Rules is substantially similar to but not identical to, the definition of "**U.S. person**" under Regulation S under the Securities Act, and that persons who are not "**U.S. persons**" under Regulation S may be "**U.S. persons**" under the U.S. Risk Retention Rules.

Each purchaser of a Note or a beneficial interest therein acquired on the Closing Date, by its acquisition of a Note or a beneficial interest in a Note, will be required to represent to the Issuer, the Seller, the Arrangers and the Joint Lead Managers that it (A)(1) is not a Risk Retention U.S. Person (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Notes, or, in the case of a distributor, will only distribute such Notes to a person who is not a U.S. Risk Retention Person; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to avoid the 10 per cent. Risk Retention U.S. Person limitation in the safe harbour for certain non-U.S. related transactions provided for in Section \_\_.20 of the U.S. Risk Retention Rules), or (B)(1) is a Risk Retention U.S. Person and (2) is not a "**U.S. Person**" as defined under Regulation S.

None of the Seller, the Issuer, the Corporate Administrator, the Arrangers or the Joint Lead Managers or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

There can be no assurance that the safe harbour for certain non-U.S. related transactions provided for in Section \_\_.20 of the U.S. Risk Retention Rules will be available. Failure of the offering under this Prospectus to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes or their market value. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a

transaction to comply with the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

### **Bail-In Instrument and other Restructuring and Resolution Measures**

As a result of Directive 2014/59/EU on Banking Recovery and Resolution Directive of 15 May 2014 ("**BRRD**"), as implemented into German law by the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz* - "**SAG**") which became effective on 1 January 2015.

On 27 June 2019, Directive (EU) 2019/879 amending the BRRD (the "**BRRD II**") entered into force. Furthermore, the Directive (EU) 2017/2399 amending the BRRD (the "**BRRD Amending Directive**") as regards the ranking of unsecured debt instruments entered into force on 28 December 2017. The BRRD II has been implemented in Germany by the Risk Reduction Act (*Gesetz zur Umsetzung der Richtlinien (EU) 2019/878 und (EU) 2019/879 zur Reduzierung von Risiken und zur Stärkung der Proportionalität im Bankensektor (Risikoreduzierungs-gesetz -"RiG")*) which came into force on 28 December 2020.

The impact of the BRRD II, the BRRD Amending Directive or the RiG on credit institutions (or any other entities which are subject to the BRRD) is currently unclear. Potential investors in the Notes should consider the risk that a holder may lose all or a part of its investment, including the principal and any interests, if the general bail-in tool or any similar statutory loss absorption measures are used.

The SAG provides for various actions and measures that can be taken by the German Federal Agency for Financial Services Supervision (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*) in its capacity as national resolution authority. The Issuer has been advised that, even if Santander Consumer Leasing GmbH should be in financial difficulties and measures are being taken, these measures should only have limited impact on the claims of the Issuer against Santander Consumer Leasing GmbH for the following reasons: Claims of the Issuer against Santander Consumer Leasing GmbH (in its capacity as Seller or Servicer) for payment of Collections received in respect of the Purchased Lease Receivables and other claims under the Servicing Agreement are subject to a collateral agent arrangement (*Treuhandverhältnis*) and, in principle, the Collections (unless commingled) are subject to substitute segregation (*Ersatzaussonderung*) and should therefore be excluded from any bail-in measures pursuant to Section 91(2) No. 4 SAG. The Purchased Lease Receivables should not be subject to bail-in pursuant to the SAG as long as the sale and transfer of the Purchased Lease Receivables from Santander Consumer Leasing GmbH to the Issuer will not be re-characterised as a secured loan. However, even if the sale and transfer of the Purchased Lease Receivables was re-characterised as a secured loan, claims against Santander Consumer Leasing GmbH would not become subject to bail-in to the extent these claims are secured claims within the meaning of Section 91(2) No. 2 SAG. Consequently, if and to the extent the relevant claims against Santander Consumer Leasing GmbH are secured by Purchased Lease Receivables and the Note Collateral they should not be affected by bail-in. Finally, although the Issuer will not be in a position to prevent the transfer of any of Santander Consumer Leasing GmbH's assets to another entity, such transfer pursuant to Section 110(1) SAG may only occur in conjunction with a transfer of the security provided therefore and vice versa. A separation of the Purchased Lease Receivables from the Note Collateral should therefore not result from any such transfer (see also Section 110(3) No. 4 SAG).

### **Absent or Limited Secondary Market Liquidity and Market Value of Notes**

Although application has been made to admit the Notes to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange, liquidity of secondary market for the Notes could be limited or absent. There can be no assurance that there will be bids and offers and that a liquid secondary market for the Notes will develop or, if it develops, that it provides sufficient liquidity to absorb any bids and offers, or that it will continue for the whole life of the Notes. Limited liquidity in the secondary market for asset-backed securities has in the past had a serious adverse effect on the market value of asset-backed securities. Limited liquidity in the secondary market may continue to have a serious adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors.



In addition, prospective investors should be aware of the prevailing and widely reported global credit market conditions. The market value of the Notes may fluctuate with changes in market conditions. Any such fluctuation may be significant and could result in significant losses to investors in the Notes. Consequently, any sale of Notes by the relevant Noteholders in any secondary market transaction may be at a discount to the original purchase price of such Notes. Accordingly, investors should be prepared to remain invested in the Notes until the Legal Maturity Date.

### **Change of Law**

The structure of the issue of the Notes and this Transaction is based on German, Luxembourg and English law (including tax law) in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or changes to any relevant law, the interpretation thereof or administrative practice after the date of this Prospectus.

### **Responsibility of Prospective Investors**

The purchase of the Notes is only suitable for investors (i) that possess adequate knowledge and experience in structured finance investments and have the necessary background and resources to evaluate all relevant risks related with such investments; (ii) that are able to bear the risk of loss of their investment (up to a total loss of the investment) without having to prematurely liquidate the investment; and (iii) that are able to assess the tax aspects and implications of such investment independently.

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

### **European Market Infrastructure Regulation (EMIR) and Markets in Financial Instruments Directive (MiFID II)**

Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, known as the European Market Infrastructure Regulation ("**EMIR**"), including a number of regulatory technical standards and implementing technical standards in relation thereto, introduce certain requirements in respect of OTC derivative contracts. Such requirements include, amongst other things, the mandatory clearing of certain OTC derivative contracts (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of OTC derivative contracts to a registered or recognised trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements in relation to derivative contracts which are not centrally cleared in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution.

EMIR has further been amended by, *inter alia*, Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 648/2012 as regards the clearing obligation, the suspension of the clearing obligation, the reporting requirements, the risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty, the registration and supervision of trade repositories and the requirements for trade repositories ("**EMIR REFIT**"). For the avoidance of doubt, any reference to EMIR is to the version as amended by EMIR REFIT. The changes introduced by EMIR REFIT are in force since 17 June 2019 and 18 June 2021, respectively.

The Clearing Obligation applies to financial counterparties ("**FCs**") and certain non-financial counterparties ("**NFCs**") which have positions in OTC derivative contracts exceeding specified "**clearing thresholds**" in the relevant asset class (such as NFCs, "**NFC+s**"). Such OTC derivative contracts also need to be of a class of derivative which has been designated by ESMA as being subject to the Clearing Obligation. On the basis of the relevant technical standards, it is expected that the Issuer will be treated as an NFC for the purposes of EMIR, that the Issuer will calculate its positions in OTC derivative contracts against the clearing thresholds and the swap transactions to be entered into by it on the Closing Date will not exceed the relevant "**clearing threshold**" ("**NFC-**"), however, this cannot be excluded. Thus, as of the date hereof, it cannot be excluded

that the Issuer will be subject to the Clearing Obligation in the future in respect of any swap replacing the Swap Agreement. In that case, the Issuer might, however, be exempt from the Clearing Obligation under Article 42(2) of the Securitisation Regulation in connection with Commission Delegated Regulation (EU) 2020/447 of 16 December 2019 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards on the specification of criteria for establishing the arrangements to adequately mitigate counterparty credit risk associated with covered bonds and securitisations because this Transaction is structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation (with respect to the uncertainties in this respect, please see "**Risk Factors – Category III – Legal Risks**", in particular relating to the Purchased Lease Receivables – EU Risk Retention, Transparency Requirements and Due Diligence Requirements under the Securitisation Regulation and Simple, Transparent and Standardised Securitisations) below).

OTC derivatives contracts that are not cleared by a CCP may be subject to variation and/or initial margin requirements (the "**Margin Obligation**"). Variation margin obligations applying to all in scope transactions entered into by FCs or NFC+ from 1 March 2017 and initial margin requirements have been phased in from September 2017 through September 2020, depending on the type of the FCs or NFC+. However, on the basis that the Issuer is an NFC-, OTC derivatives contracts that are entered into by the Issuer would not be subject to any Margin Obligation. If the Issuer's counterparty status as an NFC- changes then uncleared OTC derivatives contracts that are entered into or materially amended by the Issuer from such time as it is no longer an NFC- may become subject to the Margin Obligation and the Swap Counterparty may terminate the Swap Agreement. If the Issuer qualifies as a NFC, the Issuer might, however, be exempt from the Margin Obligation under Article 42(3) of the Securitisation Regulation in connection with Commission Delegated Regulation (EU) 2020/448 of 7 December 2019 amending Delegated Regulation (EU) 2016/2251 as regards the specification of the treatment of OTC derivatives in connection with certain simple, transparent and standardised securitisations for hedging purposes because this Transaction is structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in articles 20, 21 and 22 of the Securitisation Regulation (with respect to the uncertainties in this respect, please see "**Risk Factors – Category III – Legal Risks**", in particular relating to the Purchased Lease Receivables – EU Risk Retention, Transparency Requirements and Due Diligence Requirements under the Securitisation Regulation and Simple, Transparent and Standardised Securitisations) below).

The Reporting Obligation applies to all types of counterparties and covers the entry into, modification or termination of cleared and non-cleared derivative contracts which were entered into on or after 12 February 2014. The deadline for reporting derivatives is one business day after the derivative contract was entered into, amended or terminated with the details of such derivative contracts required to be reported to a trade repository. It will therefore apply to the Swap Agreement and any replacement swap agreement. Pursuant to EMIR REFIT, since 18 June 2020 onwards, the FC should, as a rule, be solely responsible, and legally liable, for reporting on behalf of both itself and NFC that are not subject to the clearing obligation with regard to OTC derivative contracts entered into by those counterparties, as well as for ensuring the correctness of the details reported.

The EU regulatory framework and legal regime relating to derivatives is set not only by EMIR, but also by the recast version of the Directive 2014/65/EU on markets in financial instruments (as amended, restated or supplemented, "**MiFID II**"), in particular as supplemented by the Regulation (EU) No. 600/2014 (as amended, restated or supplemented, "**MiFIR**"). MiFID II and MiFIR provide for regulations which require transactions in OTC derivatives to be traded on organised markets. MiFIR is supplemented by technical standards and delegated acts implementing such technical standards, such as the delegated Regulation (EU) 2017/2417 of 17 November 2017 supplementing MiFIR with regard to regulatory technical standards on the trading obligation for certain derivatives which, inter alia, determine which standardised derivatives will have to be traded on exchanges and electronic platforms. For the scope of transactions in OTC derivatives subject to the trading obligation, it is Article 28(1) and Article 32 MiFIR referring to the definition of FCs and to NFCs that meet certain conditions of EMIR. Since MiFIR was not amended by EMIR REFIT, following the entry into force of EMIR REFIT on 17 June 2019 there is a misalignment in the scope of counterparties as regards the trading obligation under MiFIR and clearing obligation under EMIR: potentially some NFCs would be subject to the trading obligation while being exempted from the clearing obligation. Although ESMA expects competent authorities not to prioritise their supervisory actions in relation to the MiFIR derivatives trading obligation towards counterparties who are not subject to the clearing obligation, and to generally apply their

risk-based supervisory powers in their day-to-day enforcement of applicable legislation in this area in a proportionate manner, it might not be excluded that national competent authorities in the relevant member states impose respective measures on the Issuer in this respect, including certain information requests, measures that the derivatives shall be traded on a respective trading venue, the cancellation of the derivative transactions or administrative fines. Amongst other requirements, MiFIR requires certain standardised derivatives between FCPs and NFC+s to be traded on exchanges and electronic platforms (the "**Trading Obligation**"). On 7 February 2020, ESMA published this final report on the alignment of the MiFIR Trading Obligation with the scope of the EMIR Clearing Obligation, as amended by EMIR REFIT. ESMA recommends that the changes made by EMIR REFIT to the scope of the EMIR Clearing Obligations for FCs and NFCs should be replicated in MiFIR. It also recommends that the mechanism introduced by EMIR REFIT for temporarily suspending the clearing obligation in certain circumstances should be mirrored in MiFIR in respect of the Trading Obligation, with adaptations to the criteria for suspension to the specificities of the Trading Obligation. ESMA has submitted its report to the European Commission, as required under EMIR REFIT. Further regulatory technical standards will be developed to determine which derivatives will be subject to the Trading Obligation. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer. However, on the basis that the Issuer is currently an NFC-, it would not be subject to the Trading Obligation, but the Issuer could therefore become subject to the Trading Obligation if its status as a NFC- changes in the future.

Prospective investors should be aware that EMIR, EMIR REFIT and MiFID II/MiFIR (including other rules and regulatory technical standards relating thereto) may lead to more administrative burdens and higher costs for the Issuer. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Further, if any party fails to comply with the applicable rules under EMIR it may be liable for a fine. If such fine is imposed on the Issuer, this may also reduce the amounts available to make payments with respect to the Notes. Investors should be aware that such risks are material and that the Issuer could be materially and adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR, EMIR REFIT, MiFID II/MiFIR and regulatory technical standards made thereunder, in making any investment decision in respect of the Notes.

### **III. Legal Risks, in particular relating to the Purchased Lease Receivables**

#### **Non-Existence of Purchased Lease Receivables**

The Issuer retains the right to bring indemnification claims against the Seller but no other person against the risk that the Purchased Lease Receivables do not exist or cease to exist without encumbrance (*Bestands- und Veritätshaftung*) in accordance with the Lease Receivables Purchase Agreement. If the Lease Contract relating to a Purchased Lease Receivable proves not to have been legally valid as of the Purchase Date or ceases to exist, the Seller will pay to the Issuer a Deemed Collection in an amount equal to the Outstanding Discounted Receivables Balance of such Purchased Lease Receivable (or the affected portion thereof) pursuant to the Lease Receivables Purchase Agreement.

The same applies if Lessees revoke the Lease Contract. Such revocations are legally possible even after the regular two (2) week time limit if the instruction of revocation (*Widerrufsbelehrung*) used by the Seller or the counterparty of a linked contract (*verbundene Verträge*) within the meaning of Section 358 of the German Civil Code (*Bürgerliches Gesetzbuch*) does not comply with the legal requirements. The legal requirements applicable to instructions of withdrawal are under constant review of the German courts.

#### **Insolvency Law**

Sections 103 et seqq. of the German Insolvency Code (*Insolvenzordnung*)

Section 103 of the German Insolvency Code (*Insolvenzordnung*) generally grants an insolvency administrator a right with respect to mutual contracts which, as at the date of institution of insolvency proceedings, have not been performed in full by both parties to the contract, to opt whether or not such contracts will be continued.

The legal existence of the Purchased Lease Receivables assigned under the Lease Receivables Purchase Agreement will, however, survive the institution of insolvency proceedings against the Seller pursuant to section 108(1) sentence 2 of the German Insolvency Code if (i) the Leased Vehicles relating to the Purchased Lease Receivables were financed by a third party and (ii) title to the Leased Vehicles was transferred to such third party as security for such financing.

The transaction relies on the interpretation that section 108(1) sentence 2 of the German Insolvency Code will apply to the underlying Lease Contracts because the acquisition of the Leased Vehicles was refinanced. In that case the insolvency administrator of the Seller will not have the right to discontinue the underlying Lease Contracts. However, it should be noted that there is no case law on this point. Hence, it cannot be excluded that a court may come to the conclusion that section 108(1) sentence 2 of the German Insolvency Code does not apply to the underlying Lease Contracts. In addition, it is disputed whether section 108 (1) sentence 2 of the German Insolvency Code applies to lease contracts containing a maintenance component in total or only to the lease contracts excluding the maintenance component. There is a risk that section 108 (1) sentence 2 of the German Insolvency Code will not apply to the Lease Contracts and the maintenance component will be governed by section 103 of the German Insolvency Code (*Insolvenzordnung*), giving the insolvency administrator the right to opt whether or not to continue the maintenance component. This would result in a right of the insolvency administrator, under section 103 of the German Insolvency Code, to opt for termination of the underlying Lease Contracts or the maintenance component with the following consequences:

If an insolvency administrator of the Seller should choose not to continue a Lease Contract or the maintenance component, then the remaining Lease Instalments or maintenance components arising from such Lease Contract will be extinguished. If the insolvency administrator chooses to continue a Lease Contract, the payment obligation of the Lessee will be reinstated as a new claim for payment of the remaining Lease Instalments and such new claim against the Lessee would not be covered by the assignment under the Lease Receivables Purchase Agreement which came into effect prior to the institution of insolvency proceedings against the Seller. However, the Issuer's shortfall would be covered to some extent by the security title (*Sicherungseigentum*) in the Leased Vehicles granted to the Issuer as part of the Related Lease Collateral. Such security title would entitle the Issuer to realise the Leased Vehicles. In this case, however, the insolvency administrator may deduct certain fees from the realisation proceeds; such fees may amount to up to 9 per cent. of the realisation proceeds for each Leased Vehicle, plus applicable VAT (please see "Section 166 of the German Insolvency Code (*Insolvenzordnung*)" below for further details).

### *Sections 113 et seqq. of the German Insolvency Code (Insolvenzordnung)*

Under Section 113 of the German Insolvency Code (*Insolvenzordnung*), the insolvency administrator of the principal is entitled to terminate service agreements (*Dienstleistungsverhältnisse*). Agency agreements (*Geschäftsbesorgungsverträge*), mandates (*Aufträge*) and powers of attorney (*Vollmachten*) would, according to Section 115 and 116 of the German Insolvency Code (*Insolvenzordnung*), extinguish with the opening of insolvency proceedings against the principal by operation of law. A number of the Transaction Documents, to the extent that they qualify as service agreements, agency agreements or mandates as they contain mandates or agency provisions, would be affected by the application of these provisions in an insolvency of the principal thereunder.

### *Section 166 of the German Insolvency Code (Insolvenzordnung)*

Under German insolvency law, in insolvency proceedings of a debtor, a creditor who is secured by the assignment of receivables by way of security will have a preferential right to such receivables (*Absonderungsrecht*). Enforcement of such preferential right is subject to the provisions set forth in the German Insolvency Code (*Insolvenzordnung*). In particular, the secured creditor may not enforce its security interest itself. Instead, the insolvency administrator appointed in respect of the estate of the debtor will be entitled to enforcement pursuant to Section 166 (2) of the German Insolvency Code, except for the enforcement of the Leased Vehicle as title to such has been assigned for security purposes (*Sicherungsübereignung*) to the Issuer and the Seller assigned its restitution claim (*Herausgabeanspruch*) against the relevant lessee to the Issuer. The insolvency administrator is obliged to transfer the proceeds from such enforcement to the creditor, however, the secured creditor has no control as to the timing of such procedure. In addition, the insolvency administrator may deduct from the enforcement proceeds for the benefit of the insolvency estate fees which may amount to 4% of the enforcement proceeds for assessing such preferential rights plus up to 5% of the enforcement proceeds as compensation for the costs of enforcement. In case the enforcement costs are considerably higher than 5% of the enforcement proceeds, the compensation for the enforcement costs may be higher. Accordingly, the Issuer may have to share in the costs of any insolvency proceedings of the Seller in Germany, reducing the amount of money available upon enforcement of the Note Collateral to repay the Notes, if the sale and assignment of the Purchased Lease Receivables by the Seller to the Issuer were to be regarded as a secured lending rather than a receivables sale.

The Issuer has been advised, however, that the transfer of the Purchased Lease Receivables would be construed such that the risk of the insolvency of the Lessees lies with the Issuer and that, therefore, the Issuer would have the right to segregation (*Aussonderungsrecht*) of the Purchased Lease Receivables from the estate of the Seller in the event of its insolvency and that, consequently, the cost sharing provisions described above would not apply with respect thereto.

### **German Consumer Legislation**

Some of the Lessees qualify as consumers (*Verbraucher*) within the meaning of section 13 of the German Civil Code or enter into the Lease Contracts to take up a trade or self-employed occupation (*Existenzgründer*). In each of these cases, additional rules for the protection of these types of Lessees may apply in accordance with the following principles:

Some of the Lease Contracts include a residual value guarantee of the Lessee (*Restwert-Abrechnung*) aiming at a full amortisation (*Vollamortisation*) of the Seller's costs and expenses. By means of an *argumentum e contrario* the German Federal Court of Justice (*Bundesgerichtshof*) indicated that such lease contracts qualify as financial lease contracts (*Finanzierungsleasingverträge*), if the lessee is obliged to compensate the lessor for a reduced value of the leased vehicle (*Fahrzeugminderwert*) at the time the leased vehicle is returned to the lessor (BGH, 24 February 2021, VIII ZR 36/20). Accordingly, the Lease Contracts including a residual value guarantee of the Lessee (*Restwert-Abrechnung*) are likely to constitute contracts providing for financial accommodation against consideration (*entgeltliche Finanzierungshilfe*) within the meaning of section 506 of the German Civil Code. For closed end Lease Contracts (*Vertrag ohne Gebrauchtwagenabrechnung*), i.e. a Lease Contract with a fixed residual value (based on the contractual mileage and term of the contract), however, the German Federal Court of Justice

(*Bundesgerichtshof*) decided that such contracts do not qualify as a contract which provides for financial accommodation against consideration (*entgeltliche Finanzierungshilfe*) within the meaning of section 506 of the German Civil Code (BGH, 24 February 2021, VIII ZR 36/20). Therefore, in general a Lessee of such closed end Lease Contract will not be able to exercise any of the rights set out in limbs (a) to (f) below. However, it should be noted that it still remains a case by case assessment whether a Lessee of a closed end Lease Contract indeed has the legal ability to raise any similar rights as set out in limbs (a) to (f) below, as there are various facts which might lead to an assessment that some similar rights to the below rights indeed apply, e.g. if the respective Lease Contract qualifies as a contract of distance marketing (*Fernabsatzvertrag*) or if a court comes to the decision that the lessor granted the lessee a contractual right of revocation (*vertragliches Wiederrufsrecht*). The closed end Lease Contracts used by the Seller do all qualify as a contract of distance marketing (*Fernabsatzvertrag*), therefore, limbs (a) to (f) below also similarly apply to the Seller's closed end Lease Contracts.

If a court of law qualified the Lease Contracts with the above-described types of Lessees as contracts providing for financial accommodation against consideration (*entgeltliche Finanzierungshilfe*) within the meaning of section 506 of the German Civil Code, based on the provisions in sections 491 *et seqq.* of the German Civil Code and Article 247 of the Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*), as amended from time to time, the following rules would apply to such Lease Contracts, among others:

- (a) The Seller would have to provide substantial information on the lease to the Lessee prior to the conclusion of the Lease Contract (including a standardised information memorandum and reasonable additional information enabling the Lessee to decide on whether to conclude the Lease Contract) as well as further information during the term of the Lease Contract. Any breach by the Seller of the respective obligations may give rise to claims for damages on the part of the Lessee.
- (b) The Lessee also has a right to withdraw from the Lease Contract for a period of 14 days or a longer period if a court would determine that the withdrawal information set out in such Lease Contract is inconsistent with the statutory model and the Lessee's withdrawal would not be abusive under the given circumstances; in case of such withdrawal the Purchased Lease Receivables would become void.
- (c) The Lease Contracts would generally have to be signed by both parties and contain further substantial information, including information on the Lessee's right of withdrawal. If a Lease Contract does not comply with the relevant form and information requirements, the Lease Contract would generally be ineffective with the consequence that the Lessee could refuse to perform the Lessee's obligations, including the obligation to pay the relevant Lease Receivables. An exception to this rule is likely to apply when the following conditions have been met (it is arguable whether all conditions must be met at the same time): the Seller has entered into the purchase contract for the Leased Vehicle or has assumed such purchase contract from the Lessee, the Seller has paid the purchase price for the Leased Vehicle and the Leased Vehicle has been delivered to the Lessee. If these conditions are met, the Lease Contract could become valid, however, depending on which information was missing, with modified terms. Such modifications could affect the enforceability of the Purchased Lease Receivables as the case may be, e.g. by a reduction of the payable lease instalments, or with additional rights of the Lessee to early terminate the Lease Contract as well as with an extension of the withdrawal period with respect to the Lessee's right of withdrawal mentioned above.
- (d) German courts have adopted strict standards with regard to the information and the notice to be provided to the consumer. Due to the strict standards applied by the courts, it cannot be excluded that a German court could consider the language and presentation used in certain Lease Contracts as falling short of such standards. Should a Lessee withdraw the consent to the relevant Lease Contract, the Lessee would be obliged to immediately repay the Purchased Lease Receivable (i.e. prior to the contractual repayment date). Hence, the Issuer would receive interest under such Purchased Lease Receivable for a shorter period

of time than initially anticipated. In this instance, the Issuer's claims with regard to such repayment of the Purchased Lease Receivable would not be secured by the Related Lease Collateral granted therefore if the related security purpose agreement does not extend to such claims. In addition, depending on the specific circumstances, a Lessee may be able to successfully reduce the amount to be repaid if it can be proven that the interest he or she would have paid to another lender had the relevant Lease Contract not been made (i.e., that the market interest rate was lower at that time), would have been lower than the interest paid under the relevant Lease Contract until the Lessee's withdrawal of its consent to the relevant Lease Contract.

- (e) In addition, the European Court of Justice ("**ECJ**") recently held that consumer loan agreements have to set out, in a clear and concise manner, the information to be specified in accordance with European consumer protection laws, including information on how the period of withdrawal is to be calculated, and that European consumer protection laws preclude a loan agreement from making reference, as regards the required information, to a provision of national law which itself refers to other legislative provisions of national law (ECJ ruling C-66/19 dated 26 March 2020). The ECJ argued that such reference to legislative provisions does not sufficiently enable the borrower to determine the starting point of the period of withdrawal. The wording that appears to have been the subject of ECJ's decision is contained in the form of withdrawal notice included in the Introductory Act to the German Civil Code ("**EGBGB**"). However, the German Federal Court of Justice (*Bundesgerichtshof*) has held, in light of the aforementioned ECJ decision, that a withdrawal instruction which follows the form of withdrawal notice published in the EGBGB will continue to be deemed a legal and valid withdrawal instruction which validly initiates the commencement of the 14 day withdrawal period (judgment dated 31 March 2020 - XI ZR 198/19). The German Federal Court of Justice's decision is based on Article 247 section 6(2) sentence 3 EGBGB which clarifies that if the consumer lease contract contains a revocation instruction conforming to the form of withdrawal notice included in the EGBGB in clear and transparent way (*klar und verständlich*), the requirements of Article 247 section 6(2) sentences 1 and 2 EGBGB are deemed to have been satisfied (so-called "**Fiction of Legality**" (*Gesetzlichkeitsfiktion*)) and pursuant to the German Federal Court of Justice's (*Bundesgerichtshof*) decision the Fiction of Legality is the manifestation of the will of the legislator and, therefore, prevailing national law. In contrary to its above decision the German Federal Court of Justice (*Bundesgerichtshof*) has held in two further decisions that a lender is not entitled to rely on the Fiction of Legality if the revocation instruction derogates from the form of withdrawal notice included in the EGBGB (judgments dated 27 October 2020 - XI ZR 525/19 and XI ZR 498/19). Such derogation may occur in various instances, for example when headings are omitted which are included in the form of withdrawal notice published in the EGBGB (German Federal Court of Justice (*Bundesgerichtshof*) judgment dated 11 November 2020 - XI ZR 426/19). However, notwithstanding any derogation from the statutory form, a borrower may not withdraw from a Lease Contract following expiry of the 14 days withdrawal period, if such withdrawal was vexatious). On 15 June 2021 the form of withdrawal notice included in the EGBGB has been amended by a law aiming to conform the statutory form of withdrawal notice to the requirements of European consumer protection laws as specified in the above ECJ's ruling.
- (f) If a Lessee defaults with respect to the Lessee's payment obligations under a Lease Contract, there are special requirements for an acceleration of the Lease Receivables of such Lease Contract, including, *inter alia*, that the Seller must grant a grace period of two weeks following notification to the Lessee of its intention to accelerate the contract.
- (g) A Lessee is entitled to raise the same objections and defences with respect to the payment obligations under its Lease Contract against the Issuer that such Lessee has against the seller of the corresponding Leased Vehicle. However, the Lessee's warranty claims against the Seller under the Lease Contract are replaced by an assignment of warranty claims the Seller has against the seller of the Leased Vehicle (i.e. the dealer or its affiliates) under the respective purchase contract. The Lessee may refuse payment of lease instalments only if all of the following occurs: (A) there is a defect in the Leased Vehicle, (B) the Lessee makes

a claim for rectification against the seller of the Leased Vehicle and the seller of the Leased Vehicle either does not accept the Lessee's claim for rectification or is unable to repair the defect, following which the Lessee may choose to reduce the purchase price or, in case of a material defect, rescind the sales contract and (C) if the seller of the Leased Vehicle does not accept reduction of the purchase price or rescission from the purchase contract, the Lessee brings action against the seller of the Leased Vehicle within six weeks following the seller's denial.

- (h) The Seller would be obliged to conduct a mandatory credit assessment of each Lessee and the Seller will only be entitled to enter into a Lease Contract if the outcome of such credit assessment is that the Lessee will be able to perform its duties under such Lease Contract. If the Seller did not conduct such credit assessment of the Lessee the respective interest rate of the Lease Contract will be reduced to the market interest rate (*marktüblicher Zinssatz*) and the Lessee has a right for early termination (*vorzeitige Kündigung*). Furthermore, if the Lessee is not able to perform its duties under the Lease Contract, the Seller will not be entitled to assert any claims subject to such breach of duty, if the Seller would not have entered into the Lease Contract after conducting a credit assessment.

Any breach by the Seller of the above rules may result in the respective Lessee not being obliged to pay his lease instalments which may result in the Issuer not receiving sufficient Collections to redeem part or all of the Notes.

Although rather unlikely for closed end Lease Contracts in the light of the latest case law, Lease Contracts with the above-described types of Lessees could also be regarded as instalment payment transactions (*Teilzahlungsgeschäft*) within the meaning of section 506 (3) of the German Civil Code, to which the consumer credit legislation would also apply. This would require that under the Lease Contract the Lessee is granted an option to purchase the Leased Vehicle which is binding for the Issuer. Such qualification may vest Lessees with the above defences in case the Seller breaches the above consumer protection rules, which may result in the Issuer not receiving sufficient Collections to redeem part or all of the Notes.

If a Lessee is a consumer (or an individual as entrepreneur who enters into the Lease Contract to take up a trade or self-employed occupation, unless the net lease amount or the cash price exceeds EUR 75,000) and the relevant leased object is financed in whole or in part by the Lease Contract, such Lease Contract and the related insurance agreement or other agreement (as applicable) may constitute linked contracts (*verbundene Verträge*) within the meaning of Section 358 of the German Civil Code (*Bürgerliches Gesetzbuch*). As a result, if such Lessee has any defences against the insurer, such defences may also be raised as a defence against the Issuer's claim for payment under the relevant Lease Contract and, accordingly, the Lessee may deny the repayment of such part of the Lease Receivable. Further, the withdrawal of the Lessee's consent to one of the contracts linked (*verbunden*) to the Lease Contract may also extend to such Lease Contract and such withdrawal may be raised as a defence against such Lease Contract.

#### **Notice of Assignment; Set-off Risk**

The assignment of the Purchased Lease Receivables and the assignment and transfer of the Related Lease Collateral may only be disclosed to the relevant Lessees at any time by the Issuer or through the Servicer in accordance with the Servicing Agreement or where the Seller agrees otherwise. Until the relevant Lessees have been notified of the assignment of the relevant Purchased Lease Receivables, they may undertake payment with discharging effect to the Seller or enter into any other transaction with regard to such Purchased Lease Receivables which will have binding effect on the Issuer and the Transaction Security Trustee.

Until a Lessee has been notified of the assignment of the Purchased Lease Receivables, such Lessee may, *inter alia*:

- (a) effect payment with discharging effect to Santander Consumer Leasing GmbH or enter into any other transaction with respect to the Purchased Lease Receivable with Santander Consumer Leasing GmbH with binding effect on the Issuer;



- (b) raise defences against the Issuer arising from its relationship with Santander Consumer Leasing GmbH existing at the time of the assignment of the Purchased Lease Receivable Santander Consumer Leasing GmbH; and
- (c) be entitled to set-off against the Issuer any claims against Santander Consumer Leasing GmbH, unless the Lessee has knowledge of the assignment upon acquiring such claims or such claims become due only after the Lessee acquires such knowledge and after the relevant obligations under the Purchased Lease Receivables become due.

For the purpose of notification of the Lessees in respect of the assignment of the Purchased Lease Receivables, the Issuer (or the Corporate Administrator on its behalf) or any back-up servicer or Replacement Servicer will require the Portfolio Decryption Key which is in the possession of the Data Trustee. Under the Data Trust Agreement, the Seller or the Issuer (or, after the occurrence of an Issuer Event of Default, the Transaction Security Trustee) is entitled to request delivery of the Portfolio Decryption Key from the Data Trustee under certain conditions if, among others, a Notification Event has occurred. However, the Issuer (or the Corporate Administrator on its behalf), any back-up servicer or Replacement Servicer (as applicable) might not be able to obtain such data in a timely manner as a result of which the notification of the Lessees may be considerably delayed. Until such notification has occurred, the Lessees may undertake payment with discharging effect to the Seller or enter into any other transaction with regard to the Purchased Lease Receivables which will have binding effect on the Issuer and the Transaction Security Trustee.

#### **Note Collateral and Transaction Security Trustee Claim**

The Issuer has granted to the Transaction Security Trustee the Transaction Security Trustee Claim (*Treuhänderanspruch*) under clause 4.2 of the Transaction Security Agreement. To secure the Transaction Security Trustee Claim (*Treuhänderanspruch*), the Issuer will assign the Assigned Security pursuant to clause 5 of the Transaction Security Agreement and will grant a pledge (*Pfandrecht*) to the Transaction Security Trustee pursuant to clause 6 of the Transaction Security Agreement with respect to all its present and future claims against the Transaction Security Trustee arising under the Transaction Security Agreement, its present and future claims regarding the Accounts as well as its present and future claims under the Accounts Agreement, which have not been assigned or transferred for security purposes under clause 5 of the Transaction Security Agreement. The Transaction Security Trustee Claim entitles the Transaction Security Trustee to demand, *inter alia*, that all present and future obligations of the Issuer under the Notes be fulfilled.

However, where an agreement provides that a security agent (e.g. the Transaction Security Trustee) holding assets on trust for other entities has an own separate and independent right to demand payment from the relevant grantor of security to it which mirrors the obligations of the relevant debtors to the secured creditors (e.g. the Transaction Security Trustee Claim), there is an argument that accessory security (such as the pledge granted by the Issuer to the Transaction Security Trustee in order to, amongst others, secure the Transaction Security Trustee Claim) created to secure such a parallel obligation is not enforceable for the benefit of such beneficiaries who are not a party to the relevant security agreement. This is because the parallel obligation could be seen as an instrument to avoid the accessory nature of, e.g. a pledge. This argument has - as far as we are aware - not yet been tested in court. Further, it is frequently seen in the market that accessory security such as a pledge is given to secure a parallel obligation such as the Transaction Security Trustee Claim. However, as there is no established case law confirming the validity of such pledge, the validity of such pledge is subject to some degree of legal uncertainty.

#### **Discounted Receivables Balance of Purchased Lease Receivables**

There is no assurance that the Discounted Receivables Balance of the Purchased Lease Receivables will at any time be equal to or greater than the principal amount outstanding of the Notes.

#### **General Data Protection Regulation (*Datenschutzgrundverordnung*)**

According to the Article 6 of the Regulation (EU) 2016/679 of 27 April 2016 (the "**General Data Protection Regulation**"), a transfer of a customer's personal data is permitted if (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes or (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of

the data subject prior to entering into a contract or (c) processing is necessary for compliance with a legal obligation to which the controller is subject or (d) processing is necessary in order to protect the vital interests of the data subject or of another natural person or (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller or (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child provided paragraph (f) shall not apply to processing carried out by public authorities in the performance of their tasks. The Issuer is of the view that the transfer of the Lessees' personal data in connection with the assignment of the rights under the Purchased Lease Receivables relating to the Related Lease Collateral and the other transaction provided for in and contemplated by the Transaction Documents is in compliance with (f) above as well as the German Data Protection Act (*Bundesdatenschutzgesetz*) and is necessary to maintain the legitimate interests of the Seller, the Issuer and the Transaction Security Trustee.

The Transaction has been structured to comply with the General Data Protection Regulation and the German Data Protection Act (*Bundesdatenschutzgesetz*). The relevant Transaction Documents contain the provisions stipulating the control and the processing of the personal data of the Lessees by the Seller, the Purchaser, the Issuer, the Corporate Administrator and the Transaction Security Trustee, e.g. (i) the Seller will send two separate files to the Purchaser, one will contain personal data relating to the Lessees which will be encrypted by using a minimum encryption method of AES 256-bit encryption or similar type of encryption type and the other one will contain general information which does not qualify as protectable personal data which will not be encrypted. Pursuant to clause 5 (*Personal Data; Maintenance of Secrecy; Data Protection*) of the Lease Receivables Purchase Agreement, the Seller shall deliver to the Purchaser at the latest on the Purchase Date the encrypted and the unencrypted data in respect of each Lessee for each Receivable and Related Lease Collateral with respect to the Offer made at the Offer Date. Concurrently with such Offer, the Seller shall also provide the Data Trustee with the Portfolio Decryption Key in relation to the Encrypted Portfolio Information, and (ii) the Issuer and the Transaction Security Trustee have entered into a data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) under the Transaction Security Agreement because, after the occurrence of an Issuer Event of Default, the Transaction Security Trustee might receive the Portfolio Decryption Key from the Data Trustee and will then have access to the personal data of the Lessees which have been previously encrypted.

The assignment of the Purchased Lease Receivables, however, is not structured in strict compliance with the guidelines for German true sale securitisations of bank assets set out in the circular 4/97 of the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). In particular, these guidelines require a neutral entity to act as data trustee that is a public notary, a domestic credit institution or a credit institution having its seat in any member state of the European Union or any other state of the European Economic Area and being supervised pursuant to the EU Banking Directives. *Vistra (Germany) GmbH* acting as Data Trustee does not fall into any of these categories. Arguably, the rationale for identifying regulated credit institutions and notaries as eligible data trustees is, besides their neutrality, their reliability in relation to the protection of data when handling personal data. Thus, the Issuer has been advised that there are good arguments to construe the term neutral entity for this purpose to include other entities having their seat in the European Union or European Economic Area if the relevant entity is equally neutral and reliable in relation to the handling of personal data which is also backed by the view of the German Federal Financial Supervisory Authority (cf. letter of the German Federal Financial Supervisory Authority of 14 December 2007, section capacity as data trustee, BA 37-FR 1903-2007/0001). Absent any court rulings, however, it cannot be ruled out that a court would find that the transmission of the Lessee data to the Data Trustee - though in anonymised form - (if and to the extent relevant) occurred in violation of banking secrecy requirements.

In addition, the Issuer has been advised that the protection mechanisms provided for in the Data Trust Agreement, the Lease Receivables Purchase Agreement, the Transaction Security Agreement and the Corporate Administration Agreement take into account the legitimate interests of the Lessees to prevent the processing and use of data by any of the Seller, the Purchaser, the Issuer, the Corporate Administrator and the Transaction Security Trustee.

However, this data protection concept provided for in the above-mentioned Transaction Documents has not been tested in court and it cannot be ruled out that a German court would come to a different conclusion and,

thus, that the Issuer could face administrative fines up to EUR 20,000,000.00 or in the case of an enterprise (*Unternehmen*), up to 4 per cent. of the total worldwide annual turnover of the preceding financial year (*gesamter weltweit erzielter Jahresumsatzes des vorangegangenen Geschäftsjahrs*), whichever is higher (cf. Article 83 para. 6 of the General Data Protection Regulation).

### **German Company Stabilisation and Restructuring Act**

With respect to the Seller and Lessees, which are not natural persons, the German Company Stabilisation and Restructuring Act (*Unternehmensstabilisierungs- und -restrukturierungsgesetz "StaRUG"*), introduces a variety of measures aimed at, *inter alia*, restructuring debt obligations outside of formal insolvency proceedings. Most notably, under sections 49 et seqq. StaRUG, the competent restructuring court may, upon request of a debtor and for an aggregate time period of maximum eight months, issue one or more stabilisation orders (*Stabilisierungsanordnung*) with the effect of (i) prohibiting or temporarily suspending any court-based enforcement procedures (*Vollstreckungssperre*) against a debtor or (ii) prohibiting the realisation of any rights in moveable assets of a Lessee, which in formal insolvency proceedings would entitle its creditors to segregation (*Aussonderungsrecht*) or to preferential satisfaction (*Absonderungsrecht*).

Any measures taken against the Seller or a Lessee, which is not a natural person, in accordance with StaRUG might have a negative impact of the payments under the Notes as such measures might have an impact on the Collections by either a reduction of such in case of measures taken against a Lessee, which is not a natural person, or of the collection of such in case of measures taken against the Seller.

### **EU Risk Retention, Transparency Requirements and Due Diligence Requirements under the Securitisation Regulation and Simple, Transparent and Standardised Securitisations**

The Securitisation Regulation lays down a general framework for securitisation. It defines securitisation and establishes due-diligence, risk-retention and transparency requirements for parties involved in securitisations, criteria for credit granting, requirements for selling securitisations to retail clients, a ban on re-securitisation, requirements for securitisation special purpose entities ("**SSPEs**") as well as conditions and procedures for securitisation repositories. Further, it creates a specific framework for simple, transparent and standardised ("**STS**") securitisations. It applies to institutional investors and to originators, sponsors, original lenders and securitisation special purpose entities.

### **EU Risk Retention and Transparency Requirements under the Securitisation Regulation**

The Securitisation Regulation replaced the former risk retention requirements by one single provision, Article 6 of the Securitisation Regulation, which provides for a new direct obligation on, *inter alios*, originators to retain risk. Article 5(1)(c) of the Securitisation Regulation requires institutional investors (as defined in Article 2(12) of the Securitisation Regulation which term also includes (i) insurance and reinsurance undertakings as defined in Directive 2009/138/EC of the European Parliament and the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance and (ii) alternative investment fund managers as defined in the Commission Delegated Regulation 231/2013 of 19 December 2012 (as amended)) to verify that, if established in the European Union, the originator, sponsor or original lender retains on an ongoing basis a material net economic interest in accordance with Article 6 of the Securitisation Regulation and the risk retention is disclosed to the institutional investors in accordance with Article 7(1)(e) of the Securitisation Regulation.

The Seller, as "**originator**" for the purposes of Article 6(1) of the Securitisation Regulation, has undertaken that, for so long as any Note remains outstanding, it (i) will retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent., provided that the level of retention may reduce over time in compliance with Article 10 (2) of Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation, (ii) at all relevant times comply with the requirements of Article 7(1)(e)(iii) of the Securitisation Regulation by confirming for the purposes of the investor reports the risk retention of the Seller as contemplated by Article 6(1) of the Securitisation Regulation, (iii) not change the manner in which it retains such material net economic interest, except to the extent permitted by the Securitisation Regulation or any applicable regulatory technical standards and (iv) not sell, hedge or otherwise enter into any credit risk mitigation, short position or any other credit risk hedge with respect to its retained material net economic

interest, except to the extent permitted by the Securitisation Regulation or any applicable regulatory technical standards.

With respect to the commitment of the Seller to retain a material net economic interest with respect to this Transaction, following the issuance of the Notes as contemplated by Article 6(3)(c) of the Securitisation Regulation, the Seller will retain, in its capacity as originator within the meaning of the Securitisation Regulation, on an ongoing basis for the life of the transaction, such net economic interest through an interest in randomly selected exposures of not less than 5 per cent. of the securitised exposures.

Pursuant to Article 7 of the Securitisation Regulation, information about the risk retained, including information on which of the modalities provided for in Article 6(3) of the Securitisation Regulation has been applied in accordance with Article 6 of the Securitisation Regulation shall be made available to the holders of the Notes, to the competent authorities referred to in Article 29 of the Securitisation Regulation and, upon request, to potential investors.

Pursuant to the obligations set forth in Article 7(2) of the Securitisation Regulation, Santander Consumer Leasing GmbH and the Issuer have designated the Issuer as reporting entity. The Issuer will provide all relevant information to the holders of the Notes, to the competent authorities referred to in Article 29 of the Securitisation Regulation and, upon request, to potential investors in accordance with the Securitisation Regulation Disclosure Requirements.

### **Simple, Transparent and Standardised Securitisation**

The Securitisation Regulation sets out the new criteria and framework for so-called "**simple, transparent and standardised**" ("**STS**") securitisation transactions. STS securitisation transactions will receive preferential capital treatment and benefit from other regulatory advantages, such as a proposed exemption from clearing and a proposed relaxation of margining rules for derivatives entered into by a securitisation special purpose entity. In order to obtain this designation, a transaction is required to comply with the requirements set out in Articles 20, 21 and 22 of the Securitisation Regulation (the "**STS Criteria**") and one of the originator or sponsor in relation to such transaction is required to file a notification to ESMA confirming the compliance of the relevant transaction with the STS Criteria (the "**STS-Notification**") in line with the regulatory technical standards specifying the information to be provided in accordance with the STS Notification requirements laid down under the Commission Delegated Regulation (EU) 2020/1226. Investors should note that a draft STS Notification will be made available to investors before pricing of the Notes. Although the Transaction has been structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation and has been verified as such by STS Verification International GmbH, no guarantee can be given that the Transaction maintains this status throughout its lifetime and prospective investors should verify the current status of the securitisation transaction described in this Prospectus on ESMA's website.

It is important to note that the involvement of STS Verification International GmbH as an authorised verification agent is not mandatory and the responsibility for compliance with the Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable in each case. An STS verification will not absolve such entities from making their own assessment with respect to the Securitisation Regulation, and an STS assessment cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. Furthermore, an STS verification is not an opinion on the creditworthiness of the relevant Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Investors should also note that, to the extent the securitisation transaction described in this Prospectus is designated a STS Securitisation the designation of a transaction as a STS Securitisation is not an assessment by any party as to the creditworthiness of that transaction but is instead a reflection that the specific requirements of the Securitisation Regulation have been met as regards compliance with the criteria of STS Securitisations.

Non-compliance with the STS requirements may in particular result in higher capital requirements for investors as an investment in the Notes would not benefit from the reduced risk weights set out in Articles 243, 260, 262 and 264 CRR. Furthermore, marketing of the securitisation transaction described in this Prospectus as a STS securitisation whilst not complying with the STS Requirements could result in various

administrative sanctions and/or remedial measures being imposed on the Issuer which may be payable or reimbursable by the Issuer in accordance with Article 27(2) and Article 32 of the Securitisation Regulation. As no reimbursement payments to the Issuer for the payment of any of such administrative sanctions and/or remedial measures are foreseen, the repayment of the Notes may be adversely affected.

Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation (please see below) need to make their own independent assessment and may not solely rely on a STS verification, the STS Notification or other disclosed information. Investors should make themselves of the consequences of investing in a non-STS securitisation transaction. Investors who are uncertain as to those consequences should seek guidance from their regulator and/or independent legal advice on the issue.

### **Due Diligence Requirements under the Securitisation Regulation**

Investors should be aware of the due diligence requirements under Article 5 of the Securitisation Regulation that apply to institutional investors with a European Union nexus (including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement provision and undertakings for the collective investment in transferable securities). Amongst other things, such requirements restrict an institutional investor (other than the originator, sponsor or original lender within the meaning of the Securitisation Regulation) from investing in securitisation positions unless, prior to holding the securitisation position:

- (a) that institutional investor has verified that:
  - (i) for certain originators, certain credit-granting standards were met in relation to the origination of the underlying exposures;
  - (ii) the risk retention requirements set out in Article 6 of the Securitisation Regulation are being complied with; and
  - (iii) information required by Article 7 of the Securitisation Regulation has been made available; and
- (b) that institutional investor has carried out a due diligence assessment which enables it to assess the risks involved, which shall include at least (among other things) the risk characteristics of its securitisation position and the underlying exposures of the securitisation, and all the structural features of the transaction that can materially impact the performance of its securitisation position.

In addition, under Article 5(4) of the Securitisation Regulation, an institutional investor (other than the originator, sponsor or original lender) holding a securitisation position shall at least establish appropriate written procedures that are proportionate to the risk profile of the securitisation position and, where relevant, to the institutional investor's trading and non-trading book, in order to monitor, on an ongoing basis, compliance with its due diligence requirements and the performance of the securitisation position and of the underlying exposures.

Depending on the approach in the relevant member state, failure to comply with one or more of the due diligence requirements may result in penalties including fines, other administrative sanctions and possibly criminal sanctions. In the case of those institutional investors subject to regulatory capital requirements, penal capital charges may also be imposed on the securitisation position (i.e. notes) acquired by the relevant institutional investor.

The institutional investor due diligence requirements described above apply in respect of all Notes. With respect to the commitment of the Seller to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer, the Seller or another relevant party, please also see above. Relevant institutional investors are required to independently assess and determine the sufficiency of the information described elsewhere in this Prospectus for the purposes of complying with Article 5 of the Securitisation Regulation and any corresponding national measures which may be relevant to investors.

Neither the Issuer, the Arrangers, the Joint Lead Managers, the Seller, the Servicer nor any of the Transaction Parties and any of their respective affiliates:

- (a) gives any representation (whether express or implied), warranty, confirmation or guarantee to any investor in the Notes (i) as to the inclusion of the Transaction in the list administered by ESMA within the meaning of Article 27 of the Securitisation Regulation, (ii) that the Transaction does or continues to comply with the Securitisation Regulation, (iii) that the Transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of Article 18 et seqq. of the Securitisation Regulation, (iv) that the information described in this Prospectus, or any other information which may be made available to investors, is or will be sufficient for the purposes of any institutional investor's compliance with any investor requirement set out in Article 5 of the Securitisation Regulation, (v) investors in the Notes shall have the benefit of the differentiated capital treatment set out in Articles 260, 262 and 264 of the CRR as respectively referred to in paragraph 2 of Article 243 (Criteria for STS securitisations qualifying for differentiated capital treatment) of the CRR from the Closing Date until the full amortisation of the Notes;
- (b) has or shall have any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the due diligence and retention rules set out in Article 5 and Article 6 of the Securitisation Regulation or any other applicable legal, regulatory or other requirements, nor has any obligation to provide any further information or take any other steps that may be required by any institutional investor to enable compliance by such person with the requirements of any due diligence and investor requirement or any other applicable legal, regulatory or other requirements.

#### **Investor compliance with due diligence requirements under the UK Securitisation Regulation**

Pursuant to the EUWA, EU regulations (including the Securitisation Regulation) which previously had direct effect in the UK by virtue of the European Communities Act 1972 were transposed into domestic law in the UK.

The Securitisation Regulation regime forms part of domestic law of the United Kingdom by virtue of the EUWA and any implementing laws or regulations in force in the United Kingdom in relation to the Securitisation Regulation or amending the Securitisation Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, binding technical standards and related documents published by the FCA and the PRA of the United Kingdom) (the "**UK Securitisation Regulation**"). In certain cases, UK regulated entities can continue to comply with the previous requirements under the Securitisation Regulation instead of the UK Securitisation Regulation.

The UK Securitisation Regulation includes in Article 5 due diligence requirements which are applicable to UK institutional investors in a securitisation.

If the due diligence requirements under Article 5 of the UK Securitisation Regulation are not satisfied then, depending on the regulatory requirements applicable to such UK institutional investors, an additional risk weight, regulatory capital charge and/or other regulatory sanction may be applied to such securitisation investment and/or imposed on the UK institutional investor.

In respect of the due diligence requirements under Article 5 of the UK Securitisation Regulation, potential UK institutional investors (as defined in the UK Securitisation Regulation) should note in particular that:

- in respect of the risk retention requirements set out in Article 6 of the UK Securitisation Regulation the Seller commits to retain a material net economic interest with respect to this Transaction in compliance with Article 6(3)(c) of the Securitisation Regulation and Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation only and not in compliance with Article 6 of the UK Securitisation Regulation, and
- in respect of the transparency requirements set out in Article 7 of the UK Securitisation Regulation, the Issuer in its capacity as designated reporting entity under Article 7 of the Securitisation Regulation will make use of the standardised templates developed by ESMA in respect of the

Securitisation Regulation Disclosure Requirements for the purposes of this Transaction and will not make use of the standardised templates adopted by the FCA.

UK institutional investors (as defined in the UK Securitisation Regulation) should be aware that whilst, at the date of this Prospectus, the Securitisation Regulation Disclosure Requirements and the transparency requirements of Article 7 of the UK Securitisation Regulation are very similar, the Securitisation Regulation and UK Securitisation Regulation (including but not limited to the Securitisation Regulation Disclosure Requirements and the transparency requirements of Article 7 of the UK Securitisation Regulation) may diverge. No assurance can be given that the information included in this Prospectus or provided in accordance with the Securitisation Regulation Disclosure Requirements will be sufficient for the purposes of assisting such UK institutional investors in complying with their due diligence obligations under Article 5 of the UK Securitisation Regulation.

Therefore, relevant UK institutional investors are required to independently assess and determine the sufficiency of the information described in this prospectus for the purposes of complying with Article 5 of the UK Securitisation Regulation, and any corresponding national measures which may be relevant to investors, and no assurance can be given that this is the case. None of the Issuer, the Arrangers, the Joint Lead Managers, the Transaction Security Trustee, the Servicer, the Seller or any of the other Transaction Parties makes any representation that any such information described in this Prospectus is sufficient in all circumstances for such purposes.

The UK Securitisation Regulation also includes criteria and procedures in relation to the designation of securitisations as simple, transparent and standardised, or STS, within the meaning of Article 18(1) of the UK Securitisation Regulation ("**UK STS**"). The Transaction described in this Prospectus is not intended to be designated as a UK STS securitisation for the purposes of the UK Securitisation Regulation. However, under the UK Securitisation Regulation, securitisation transactions which have been notified to ESMA prior to 31 December 2024 as meeting the requirements to qualify as a simple, transparent and standardised securitisation under the EU Securitisation Regulation can also qualify as a simple, transparent and standardised securitisation under the UK Securitisation Regulation, provided that the securitisation transaction remains on the ESMA register and continues to meet the requirements for simple, transparent and standardised securitisations under the EU Securitisation Regulation.

#### **Reliance on Verification "VERIFIED BY SVI" by STS Verification International GmbH**

Investors should not evaluate their notes investments solely on the basis of the verification of STS Verification International GmbH ("**SVI**").

SVI has been authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*), as the competent authority pursuant to Art 29 of the Securitisation Regulation to act in all EU countries as third party pursuant to Art 28 of the Securitisation Regulation to verify compliance with the STS Criteria pursuant to Articles 19 to 26e of the Securitisation Regulation. SVI grants a registered verification label "**verified – STS VERIFICATION INTERNATIONAL**" if a securitisation complies with the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 26e of the Securitisation Regulation. The aim of the Securitisation Regulation is to restart high-quality securitisation markets, and the implementation of a framework for simple, transparent and standardised transactions with corresponding STS criteria shall contribute to this. However, it should be noted that the STS verification performed by SVI does not affect the liability of an originator or special purpose vehicle in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of verification services from SVI shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding confirmation by SVI, which verifies compliance of a securitisation with the STS Requirements, such verification by SVI does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation.

SVI has carried out no other investigations or surveys in respect of the Issuer or the Notes concerned other than as set out in the verification report prepared by SVI and disclaims any responsibility for monitoring the Issuer's continuing compliance with these standards or any other aspect of the Issuer's activities or operations. Furthermore, SVI has not provided any form of advisory, audit or equivalent service to the originator, Issuer or sponsor.

SVI is not a legal advisor and nothing in the verification report prepared by SVI shall be regarded as legal advice in any jurisdiction.

Accordingly, the verification report prepared by SVI is only an expression of opinion by SVI after application of its verification methodology and not a statement of fact. It is not a guarantee or warranty that ECB, any of the ESAs or national competent authorities, courts, investors or any other person will accept the STS status of the relevant securitisation. Therefore, no person should rely on the verification report prepared by SVI in determining the STS status but must perform its own analysis and reach its own conclusions.

SVI assumes due performance of the contractual obligation thereunder by each of the parties and the representations made and warranties given in each case by any persons or parties to SVI or in any of the documents are true, not misleading and complete. SVI shall have no liability for any loss of any kind suffered by any person as a result of a securitisation where the verification report prepared by SVI indicated that it met, in whole or in part, the STS Requirements, certain CRR or SRT requirements being held for any reason as not so meeting the relevant requirements or not being able to have lower capital allocated against it save in the case of deliberate fraud by SVI. SVI shall also not have any liability for any action taken or action from which any person has refrained from taking as a result of the verification report prepared by SVI.

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

Investors should note in particular that the Basel Committee on Banking Supervision (the "**Basel Committee**") has approved a series of significant changes to the Basel framework for prudential regulation (such changes being commonly referred to as "**Basel III**"). The European legislators have incorporated the Basel III framework into EU law, primarily through Capital Requirements Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC (the "**CRD**"), as amended by Directive (EU) 2019/878 of 20 May 2019 (the "**CRD V**"), and the Regulation (EU) No 575/2013 (the "**CRR**"), as amended by Regulation (EU) 2019/876 of 20 May 2019 (the "**CRR II**"). The changes under CRD V and the CRR II may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

Additionally, on 9 June 2022, Commission Delegated Regulation (EU) 2022/786, amending Regulation (EU) 2015/61, which sets out assumed asset inflow and outflow rates to better reflect actual experience in times of stress (the "**LCR Regulation**" entered into force. According to the LCR Regulation, *inter alia*, (i) the calculation of the expected liquidity outflows and inflows on repurchase agreements, reverse repurchase agreements and collateral swaps shall be aligned with the international liquidity standard developed by Basel Committee on Banking Supervision; (ii) the treatment of certain reserves held with third-country central banks shall be amended and (iii) transactions exposures of securitisations, which qualify as simple, transparent and standardised securitisations in accordance with the Securitisation Regulation, shall qualify as Level 2B high quality liquid assets, if they additionally fulfil the conditions laid down in Article 12 and 13 of the LCR Regulation. The LCR Regulation, as amended, applies since 8 July 2022.

The CRD V, the CRR II, and the LCR Regulation may have negative implications on the cost of regulatory capital for certain investors and thereby on the overall return from an investment of the Notes and the liquidity of the Notes. Therefore, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them by the CRD V, the CRR II and the LCR Regulation. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

There can be no guarantee that the regulatory capital treatment of the Notes for investors will not be affected by any future implementation of and changes to the CRD and CRR, or other regulatory or accounting changes.

On 27 October 2021, the European Commission published legislative proposals for amendments to the Capital Requirements Directive ("**CRD VI**") and to the Capital Requirements Regulation ("**CRR III**") in order to implement the updated final Basel III standards (such proposals being the "**EU Banking Package 2021**").



On 8 October 2022, the Council of the European Union agreed a general approach on the proposed EU Banking Package 2021. In this context, it should be noted that at the end of June 2023, a political agreement on the implementation of the EU Banking Package 2021 has been reached and new rules amending the CRD V and the CRR II has been published. The new set of rules is expected to apply from 2025 and, to the extent further implementation in the respective national laws is required, such implementation measures need to be completed by 30 June 2026 by the member states.

#### **Re-characterisation of the English law collateral as a Floating Charge**

Pursuant to the English Security Deed, the Issuer has, as a continuing security for the discharge and payment of Transaction Secured Obligations (including the Transaction Security Trustee Claim) charged to the Transaction Security Trustee by way of first fixed charge all of its right, title, interest and benefit, present and future, in, under and to the Swap Agreement. Whether this charge will be upheld as a fixed charge rather than as a floating charge will depend, among other things, on whether the Transaction Security Trustee has under the respective agreement actual control over the Issuer's ability to deal with the relevant assets and their proceeds and, if so, whether such control is exercised by the Transaction Security Trustee in practice. If any courts of competent jurisdiction consider that the elements required to establish the creation of a fixed charge have not been satisfied in respect of the security, the Issuer would expect that the security be re-characterised as a floating charge. The claims of the Transaction Security Trustee under any fixed charge which is re-characterised as a floating charge will be subject to matters which are given priority over a floating charge by law, including fixed charges, any expenses of winding-up and the claims of preferential creditors.

#### **IV. Taxation Risks**

##### **The Common Reporting Standard**

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**") implements the Common Reporting Standard ("**CRS**") in a European context and creates a mandatory obligation for all European Union member states to exchange financial account information in respect of residents in other European Union member states on an annual basis.

For the purposes of complying with its obligations under CRS and DAC II, if any, the Issuer shall be entitled to require Noteholders to provide any information regarding their and, in certain circumstances, their controlling persons' tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of CRS and DAC II and Noteholders will be deemed, by their holding, to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) or any other person to the relevant tax authorities who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by the Issuer to comply with its CRS and DAC II obligations, if any, may result in the Issuer being deemed to be non-compliant in respect of its CRS obligations and monetary penalties may be imposed as a result under applicable law. Such monetary penalties may lead to an inability of the Issuer to pay fully or partially interest on the Notes and or to redeem part or all of the Notes.

##### **Taxes on the income in Germany**

A foreign corporation is subject to unlimited German resident taxation if it maintains its place of effective management and control (*Geschäftsleitung*) in Germany. It may become subject to limited German corporate income taxation if (i) it maintains a permanent establishment (*Betriebsstätte*) (in such case the Issuer might also become subject to German trade tax), (ii) has a permanent representative (*Ständiger Vertreter*) in Germany, or (iii) the transfer of the Receivables is qualified as the provision of a secured profit participating loan from the Issuer to the Seller. There is no clear statement from the German tax authorities or German fiscal courts regarding the requirements applicable in ABS-transactions which might lead to the conclusion that an issuer either, maintains its place of effective management and control (*Geschäftsleitung*) in Germany or becomes subject to limited corporate income taxation. If the German tax authorities and German fiscal courts come to the conclusion that the Issuer is subject to unlimited (corporate) income (and trade tax) taxation in Germany, the Issuer's worldwide income would generally be subject to German tax except for non-German branch income which is tax-exempted according to the provision of any applicable tax treaty; ancillary charges might be assessed additionally. If the German tax authorities and German fiscal courts come to the conclusion that the Issuer is subject to limited (corporate) income (and trade tax) taxation in Germany, generally all income attributable to the German nexus of the Issuer would be subject to tax in Germany; plus ancillary charges (if any).

Any German corporate income tax and trade tax amounts paid by the Issuer to the German tax authorities would reduce the amounts available for payments under the Notes.

##### **Value Added Tax**

The VAT position of a foreign Issuer in an ABS-transaction with a German originator was not subject to a decision of the German fiscal courts yet. If the German tax authorities and the German fiscal courts came to the conclusion – either with respect to the complete transaction from the beginning or as of the occurrence of a Servicer Replacement Event – that the transaction qualifies as a taxable factoring supplied by the Issuer to the Seller, the difference or a deemed difference between the nominal value of the sold receivables and the purchase price would be subject to German VAT. The person liable for such German VAT would be Seller unless the Issuer would be treated as maintaining its effective place of management and control or a permanent establishment in Germany; please refer to the preceding paragraph "*Taxes on the income in Germany*" for such risk factor. Should the Issuer be treated as maintaining its effective place of management and control or a permanent establishment in Germany, the Issuer would be the person liable for such German VAT at a VAT rate of 19% calculated on the difference between the nominal value of the Purchased Lease Receivables and the purchase price. Any VAT amounts paid by the Issuer to the German tax authorities not being recoverable from the Seller would reduce the amounts available for payments under the Notes.

If – after a Servicer Termination Event – the transaction is not classified as factoring by the German tax authorities and the servicing of the Receivables is assumed by a German back-up servicer then the servicing would attract German VAT if the place of supply of such services is in Germany (either because the Issuer would not be deemed as a taxable person for German VAT purposes and/or would be treated as maintaining its effective place of management and control or a permanent establishment in Germany). In such case the Issuer would not be entitled to a credit or refund of input VAT if it does not qualify as a taxable person for German VAT purposes.

### **U.S. Foreign Account Tax Compliance Act**

In constellations with a US connection the regulations of the Foreign Account Tax Compliance Act ("**FATCA**") could apply. Under the FATCA regime and the corresponding local regulations in Luxembourg, and Germany specific financial and non-financial institutions are required to exchange tax relevant information with the US tax authorities. A non-compliance with such reporting obligations can result in a duty to withhold 30 per cent. U.S. withholding tax on, inter alia, interest and other fixed or determinable annual or periodical income of persons or entities taxable in the US. However, if an amount in respect of such withholding tax were to be deducted or withheld either from amounts due to the Issuer or from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the Terms and Conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors in the Notes may receive less interest or principal than expected.

### **ATAD Laws and ATAD 3 Proposal**

The Issuer is liable to Luxembourg corporate income tax on its worldwide net profits under the ordinary rules applicable to Luxembourg companies, except that it can deduct commitments to investors and other creditors. Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market (commonly known as "**ATAD**", implemented under Luxembourg law with the law of 21 December 2018), as amended by Council Directive (EU) 2017/952 of 29 May 2019 (commonly known as "**ATAD 2**", implemented under Luxembourg law of 20 December 2019, together with the law of 21 December 2018 the "**ATAD Laws**"), introduced new tax measures into Luxembourg law, including certain rules aimed at limiting the deductibility of so-called "exceeding borrowing costs" and hybrid mismatch rules.

Whilst certain exemptions and safe harbour provisions apply with respect to the limitation of exceeding borrowing costs (for example, exceeding borrowing costs remain deductible up to EUR 3 million every year), these new rules may in certain situations result in the limitation, respectively the denial, of the deduction of payments to investors for Luxembourg tax purposes, which may adversely affect the income tax position of the Issuer and as such affect generally its ability to make payments to the holders of the Notes. According to the December infringement package published by the European Commission on 2 December 2021, the European Commission sent a reasoned opinion to Luxembourg asking it to correctly transpose ATAD into its local laws regarding the treatment of securitisation vehicles subject to and compliant with the Securitisation Regulation. Under current Luxembourg law and contrary to the wording of ATAD, securitisation companies subject to and compliant with the Securitisation Regulation are excluded from the scope of the interest deduction limitation rules. The reasoned opinion follows a formal notice sent to Luxembourg on 14 May 2020. In response, on 9 March 2022 Luxembourg introduced a bill of law that removes the mentioned exemption of securitization companies from the IDLR as from 1 January 2023. The outcome of such bill of law, and the impacts on the Issuer, if any, as well as whether such outcome/impacts ultimately will or will not have a retroactive effect remain uncertain and may as such negatively impact or alter the tax position of the Issuer.

In any case, clarifications as regards the ATAD Laws and their interpretation may be enacted after the date of this Prospectus, possibly with retroactive effect, and could alter the tax position of the Issuer. In addition, the Issuer may take positions with respect to certain tax issues resulting from the ATAD Laws which may depend on legal conclusions not yet resolved by the courts. Should any such positions be successfully challenged by the applicable tax authority, there could be a materially adverse effect on the Issuer and its ability to make payments to the Noteholders.

In addition, on 22 December 2021, the Council of the European Union published the proposal for a Council Directive laying down rules to prevent the misuse of so-called shell entities for tax purposes and amending

Directive 2011/16/EU (the "**ATAD 3 Proposal**"). Under the ATAD 3 Proposal, certain reporting obligations would be imposed on entities resident in a Member State for tax purposes that cross certain substance "gateways". If, in addition, these entities qualify as shell entities pursuant to specific substance tests, they would not be able to access the benefits of double tax treaties in force with their jurisdiction of residence, as well as of the Council Directive 2011/96/EU of 30 November 2011, as amended (known as the EU parent-subsidiary directive) and/or the Council Directive 2003/49/EC of 3 June 2003, as amended (known as the EU interest and royalties directive). Member States are expected to apply the provisions of the ATAD 3 Proposal as from 1 January 2024.

Securitisation companies covered by, and compliant with, Article 2 point 2 of the Securitisation Regulation, such as the Issuer, are excluded from the scope of the current version of the ATAD 3 Proposal. However, the ATAD 3 Proposal is still subject to negotiation and the final text of the ATAD 3 Proposal as well as its implementation into local laws remain currently uncertain. Consequently, the possible impact of the ATAD 3 Proposal on the Issuer remains currently unknown

### **No Gross-Up for Taxes**

If required by law, any payments under the Notes will only be made after deduction of any applicable withholding taxes and other deductions. The Issuer will not be required to pay additional amounts in respect of any withholding (including FATCA-withholding) or other deduction for or on account of any present or future taxes, duties or charges of whatever nature. See "**TERMS AND CONDITIONS OF THE NOTES — Taxes**". In such event, subject to certain conditions, the Issuer will be entitled (but will have no obligation) to redeem the Notes in whole but not in part at their then outstanding Note Principal Amount, see "**TERMS AND CONDITIONS OF THE NOTES — Redemption — Optional Redemption for Taxation Reasons**".

## **V. Commercial Risks**

### **Replacement of the Servicer**

If the appointment of the Servicer is terminated, the Issuer with the assistance of the Corporate Administrator may appoint a substitute servicer pursuant to the Servicing Agreement. Any substitute servicer which may replace the Servicer in accordance with the terms of the Servicing Agreement would have to be able to administer and maintain the Purchased Lease Receivables in accordance with the terms of the Servicing Agreement, be duly qualified and licensed to administer finance contracts in Germany such as the Lease Contracts and may be subject to certain residence and/or regulatory requirements. Further, it should be noted that any substitute servicer (other than a (direct or indirect) subsidiary of the Seller or of a parent of the Seller to whom the Seller may outsource the servicing and collection of its lease receivables and related lease collateral) may charge a servicing fee on a basis different from that of the Servicer. In addition, it should be noted that the Seller intends to outsource the servicing and collection of its lease receivables and related lease collateral to a subsidiary of the Seller or of a parent of the Seller, with the consequence that upon such outsourcing, the Servicer (which is currently the Seller) will be replaced by the new (direct or indirect) subsidiary of the Seller or of a parent of the Seller in its capacity as new Servicer.

### **Reliance on Administration and Collection Procedures**

The Servicer will carry out the administration, collection and enforcement of the Purchased Lease Receivables and the Related Lease Collateral in accordance with the Servicing Agreement.

Accordingly, the Noteholders are relying on the business judgement and practices of the Servicer when enforcing claims against the Lessees, including taking decisions with respect to enforcement in respect of the Purchased Lease Receivables and any Related Lease Collateral.

### **Risks regarding the Sale of Used Vehicles**

The rate of recovery, through a sale of the Lease Vehicles, upon a Lessee default may itself be influenced by various economic, tax, legal and other factors such as changes in the value of the Leased Vehicles or the level of interest rates from time to time.

There might be various risks involved in the sales of used vehicles which could have the potential of significantly influencing the proceeds generated from the sale of vehicles, e.g. disproportionately high damages and mileage, correlation between the age of the vehicle and its value on the balance sheet of Santander Consumer Leasing GmbH, less popular configuration of cars (e.g. engine, colour), oversized special equipment (the sale value of special vehicle equipment is comparatively low in relation to the resale value of the vehicle), large numbers of homogeneous types of vehicles over short time intervals (e.g. fleet vehicles), general price volatility in the used vehicles market or seasonal impacts on sales (e.g. winter vs. spring).

After the Council of the European Union decided on 29 June 2022 that as of 2035 only zero-emission vehicles shall be newly registered in the member states of the European Union, the European Parliament and Council have reached a provisional agreement on 28 October 2022 which manifests such aim towards zero-emission mobility. This provisional agreement has been endorsed by the European Parliament on 14 February 2023, which sets the path for a new legislation containing new CO<sub>2</sub> standards which require average emissions of new cars to come down by 55% by 2030, and new vans by 50% by 2030. Although the newly approved CO<sub>2</sub> emissions reduction targets for new passenger cars and light commercial vehicles will have to be formally adopted by the Council, it is likely to already have an adverse impact on the residual values of Leased Vehicles with combustion engines. Such impact may result in lower proceeds in case of a sale of or enforcement on Leased Vehicles and, therefore may impact the Issuer's ability to make payments under the Notes.

### **Risk of Late Forwarding of Payments received by the Servicer**

No assurance can be given that the Servicer will promptly forward all amounts collected from Lessees pursuant to the relevant Lease Contracts to the Issuer in respect of a particular Collection Period in accordance with the Servicing Agreement. It should be noted that no cash reserve (other than the

Commingling Reserve Amount following the occurrence of a Commingling Reserve Trigger Event and, with respect to cost and expenses and interest payable on the Notes only, the Required Liquidity Reserve Amount) will be established to avoid any resulting shortfall in the payments of principal and interest by the Issuer in respect of the Notes on the Payment Date immediately following such Collection Period in accordance with the relevant Priority of Payment.

#### **Risk of Late Payment of Lease Instalments**

The Issuer is subject to the risk of insufficiency of funds as a result of late payment by a Lessee of an instalment due on a Receivable which would reduce the value of a Receivable for the Issuer. In addition, under the Servicing Agreement, the Servicer may, in specific circumstances, grant a deferral of the date on which certain payments are due under the Lease Contracts. This results in a risk of late payment of lease instalments pursuant to the Lease Contracts underlying the Purchased Lease Receivables.

Further, it should be noted that the Credit and Collection Policy provides that, upon request of a lessee under a performing lease, the Servicer may agree to modify such lease on the basis of communication with the respective lessee and a credit analysis, resulting e.g. in a suspension, postponement or reduction of payments of lease instalments (for further detail in this regard, please see the section "**CREDIT AND COLLECTION POLICY**" below). The net cash flows arising from the Receivables may be affected by decisions made or actions taken and such modifications implemented (if any) by the Servicer pursuant to the Credit and Collection Policy.

#### **Adverse macroeconomic and geopolitical developments may have a material negative impact on the performance of the Purchased Lease Receivables**

The ongoing geopolitical developments, including the current uncertainty in the banking sector, the war in Ukraine and the sanctions imposed by the United States, the United Kingdom, the European Union, in particular, against Russia, may result in an adverse impact on global economic, financial, political, social or government conditions which may result or already resulted in (including but not limited to) limited access to workplaces, supplies and limited availability of key personnel, higher inflation, higher interest rates, higher cost of living, declining access to credit, lower or stagnating wages, increasing unemployment, changes in government regulatory, fiscal or tax policies, including changes in applicable tax rates and the modification of existing or adoption of new tax legislation, sanctions regimes, removal of subsidies, reduced public spending, increases in fuel prices, weakness in energy markets or a loss of consumer confidence. Such conditions may have an adverse impact on both the operational business of Santander Consumer Leasing GmbH and the financial performance of the Purchased Lease Receivables.

#### **Conflicts of Interest**

Banco Santander, S.A., being affiliated with the Seller, is acting as a Joint Lead Manager and a Co-Arranger in connection with this Transaction. Banco Santander, S.A. will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. Banco Santander, S.A., as Joint Lead Manager and Co-Arranger in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

BofA Securities Europe S.A. is acting as a Joint Lead Manager and a Co-Arranger in connection with this Transaction. BofA Securities Europe S.A. will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. BofA Securities Europe S.A., as Joint Lead Manager and Co-Arranger in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

Significant concentrations of holdings of the Class A Notes is expected to occur promptly after issue. In holding some or all of the Class A Notes, any investor or investors collectively holding such concentrations may have a majority holding and therefore be able to pass Noteholder resolutions.

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main is acting as Interest Rate Swap Counterparty in connection with this Transaction. DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, as Interest Rate Swap Counterparty in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

HSBC Bank plc is acting in a number of capacities in connection with this Transaction. HSBC Bank plc will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. HSBC Bank plc, in its various capacities in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

HSBC Continental Europe, being affiliated with the Cash Administrator, the Calculation Agent, the Interest Determination Agent and the Principal Paying Agent, is acting in its capacity as Account Bank in connection with this Transaction. HSBC Continental Europe will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. HSBC Continental Europe, in its capacity as Account Bank in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

Vistra Capital Markets Trustees Limited is acting in its capacity as Transaction Security Trustee in connection with this Transaction. Vistra Capital Markets Trustees Limited will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. Vistra Capital Markets Trustees Limited, in its capacity as Transaction Security Trustee, in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

Vistra (Germany) GmbH is acting in a number of capacities in connection with this Transaction. Vistra (Germany) GmbH will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. Vistra (Germany) GmbH, in its various capacities in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

Circumference FS (Luxembourg) S.A., is acting in its capacity as Corporate Administrator in connection with this Transaction. Circumference FS (Luxembourg) S.A. will have only those duties and responsibilities expressly agreed to by it in the Transaction Documents to which it is a party and will not, by virtue of its or any of its affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. Circumference FS (Luxembourg) S.A., in its capacity as Corporate Administrator in connection with this Transaction, may enter into business dealings from which it may derive revenues and profits without any duty to account therefore in connection with this Transaction.

The Servicer may hold and/or service claims against the Lessees with respect to receivables other than the Purchased Lease Receivables. The interests or obligations of the Servicer in its respective capacities with respect to such other claims may in certain aspects conflict with the interests of the Noteholders.

The Transaction Security Trustee, the Data Trustee, the Joint Lead Managers, the Arrangers, the Principal Paying Agent, the Cash Administrator, the Interest Determination Agent, the Calculation Agent, the Listing Agent, the Account Bank and the Interest Rate Swap Counterparty may engage in commercial relationships, in particular, hold assets in other securitisation transactions as security trustee, be lenders, provide investment banking and other financial services to the Lessees, the other parties to the Transaction Documents and other third parties. In such relationships the Data Trustee, the Transaction Security Trustee, the Joint Lead Managers, the Arrangers, the Principal Paying Agent, the Cash Administrator, the Interest Determination Agent, the Calculation Agent, the Listing Agent, the Account Bank and the Interest Rate Swap Counterparty are not obliged to take into account the interests of the Noteholders. Accordingly, conflicts of interest may arise in this Transaction.

### **Forecasts and Estimates**

Estimates of the weighted average lives of the Notes contained in this Prospectus, together with any other projections, forecasts and estimates in this Prospectus are forward-looking statements. Such projections are speculative in nature and it can be expected that some or all of the assumptions underlying the projections will not prove to be correct or will vary significantly from actual results.

Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any forward-looking statements are not guarantees of performance and that investing in the Notes involves risks and uncertainties, many of which are beyond the control of the Issuer. None of the parties to the Transaction Documents has attempted to verify any such statements, nor does it make any representation, express or implied, with respect thereto.

### **Historical Data**

The historical information set out in particular under the heading (see "**HISTORICAL DATA**") is based on the past experience and present procedures of the Seller. None of the Joint Lead Managers, the Arrangers, the Transaction Security Trustee or the Issuer or any other party to the Transaction Documents has undertaken or will undertake any investigation or review of, or search to verify, such historical information. In addition, based on such historical information, there can be no assurance as to the future performance of the Receivables.

### **Reliance on Representations and Warranties**

If the Portfolio does not correspond, in whole or in part, to the representations and warranties made by the Seller in the Lease Receivables Purchase Agreement, the Issuer has certain rights of recourse against the Seller. These rights are not collateralised with respect to the Seller except that, in the case of a breach of certain representations and warranties, the Seller will be required to pay Deemed Collections to the Issuer. Consequently, a risk of loss exists in the event that such a representation or warranty is breached and the corresponding Deemed Collections are not paid. This could potentially cause the Issuer to default under the Notes.

### **No Independent Investigation and Limited Information, Reliance on Representations and Warranties**

None of the Joint Lead Managers, the Arrangers (if different), the Transaction Security Trustee or the Issuer has undertaken or will undertake any investigations, searches or other actions to verify the details of the Purchased Lease Receivables or to establish the creditworthiness of any Lessee or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Issuer in the Lease Receivables Purchase Agreement in respect of, *inter alia*, the Purchased Lease Receivables, the Lessees and the Lease Contracts underlying the Purchased Lease Receivables. The benefit of all such representations and warranties given to the Issuer will be transferred by the Issuer in favour of the Transaction Security Trustee under the Transaction Security Agreement.

The Seller is under no obligation to, and will not, provide the Joint Lead Managers, the Arrangers (if different), the Transaction Security Trustee or the Issuer with financial or other information specific to individual Lessees and certain underlying Lease Contracts to which the Purchased Lease Receivables relate. The Joint Lead Managers/Arrangers, the Transaction Security Trustee and the Issuer will only be supplied with general



information in relation to the aggregate of the Lessees and the underlying Lease Contracts. Further, none of the Joint Lead Managers, the Arrangers (if different), the Transaction Security Trustee or the Issuer will have any right to inspect the internal records of the Seller.

The primary remedy of the Transaction Security Trustee and the Issuer for breaches of any representation or warranty with respect to the enforceability of the Purchased Lease Receivables, the absence of material litigation with respect to the Seller, the transfer of free title to the Issuer and the compliance of the Purchased Lease Receivables with the Eligibility Criteria will be to require the Seller to pay Deemed Collections in an amount equal to the then Outstanding Discounted Receivables Balance of such Purchased Lease Receivables (or the affected portion thereof). With respect to breaches of representations or warranties under the Lease Receivables Purchase Agreement generally, the Seller is obliged to indemnify the Issuer against any liability, losses and damages directly resulting from such breaches.

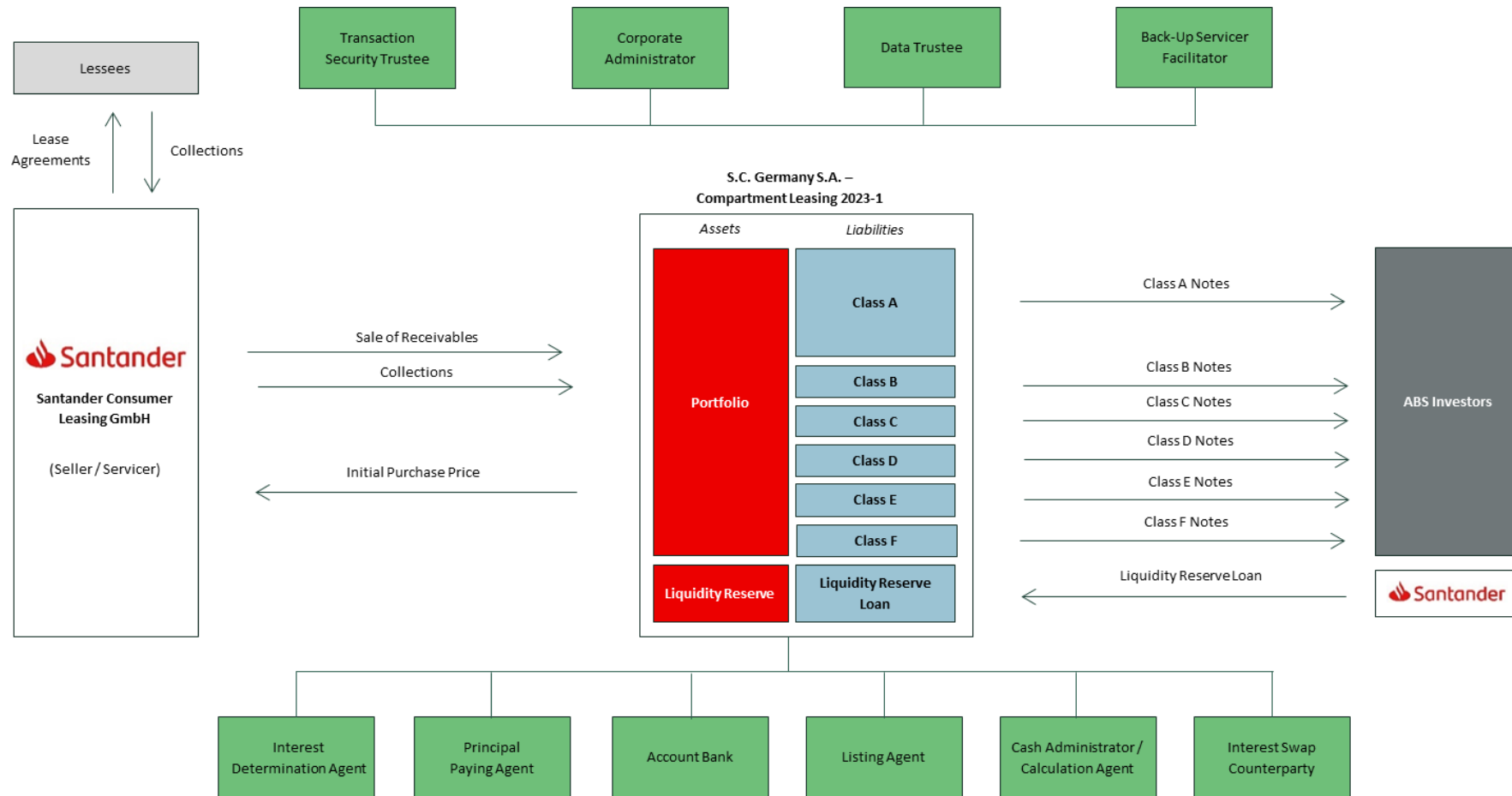
While the extent and impact of these issues is not possible for the Issuer to predict, Noteholders should be aware that they could have an adverse impact on the Transaction and the payment of interest and repayment of principal on the Notes.

## OUTLINE OF THE TRANSACTION

The following outline should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Prospectus. In the event of any inconsistency between this overview and the information provided elsewhere in this Prospectus, the latter shall prevail.

### DIAGRAMMATIC OVERVIEW

(As of the close of business on the Closing Date)



## THE PARTIES

<b>Issuer</b>	SC Germany S.A., a public limited liability company ( <i>société anonyme</i> ) incorporated under the laws of the Grand Duchy of Luxembourg, having the status of an unregulated securitisation company ( <i>société de titrisation</i> ) subject to the Securitisation Law, registered with the Luxembourg Trade and Companies Register ( <i>Registre de Commerce et des Sociétés</i> ) under registration number B 247074 and having its registered office at Circumference FS (Luxembourg) S.A., 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, acting on behalf and for the account of its Compartment Leasing 2023-1. See " <b>THE ISSUER</b> " (page 197 et seqq.).
<b>Corporate Administrator</b>	Circumference FS (Luxembourg) S.A., 22-24 Boulevard Royal, L-2449 Luxembourg. See " <b>THE CORPORATE ADMINISTRATOR</b> " (page 208).
<b>Seller, Originator and RSF Reserve Depositor</b>	Santander Consumer Leasing GmbH, Santander-Platz 1, 41061 Mönchengladbach, Germany. See " <b>THE SELLER</b> " (page 201 et seqq.).
<b>Servicer</b>	The Lease Contracts will be serviced by the Seller (in this capacity, " <b>Servicer</b> "). See " <b>THE SELLER</b> " (page 201 et seqq.).
<b>Transaction Security Trustee</b>	Vistra Capital Markets Trustees Limited, 7th Floor 50 Broadway, LondonSW1H 0DB, United Kingdom . See " <b>TRANSACTION SECURITY TRUSTEE</b> " (page 204).
<b>Account Bank</b>	HSBC Continental Europe, a public limited liability company ( <i>société anonyme</i> ) incorporated in accordance with the laws of France, registered with the Trade and Companies Registry of Paris under registration number 775 670 284 and having its registered office at 38 avenue Kléber, 75116 Paris, France. See " <b>ACCOUNT BANK</b> " (page 207).
<b>Data Trustee and Back-Up Servicer Facilitator</b>	Vistra (Germany) GmbH, Westendstrasse 28, 60325 Frankfurt Germany. See " <b>THE DATA TRUSTEE AND BACK-UP SERVICER FACILITATOR</b> " (page 211).
<b>Principal Paying Agent, Cash Administrator, Calculation Agent and Interest Determination Agent</b>	HSBC Bank plc, a public limited company, registered with the UK Companies House under registration number 00014259 and having its registered office at 8 Canada Square, London, E14 5HQ, United Kingdom. See " <b>THE PRINCIPAL PAYING AGENT, CALCULATION AGENT, CASH ADMINISTRATOR, INTEREST DETERMINATION AGENT</b> " (page 204).
<b>Lender</b>	The Seller in its function as lender under the Seller Loan Agreement. See " <b>THE SELLER</b> " (page 201 et seqq.).
<b>Arrangers</b>	Banco Santander, S.A., Ciudad Grupo Santander, Avenida de Cantabria s/n, Edificio Encinar, 28660, Boadilla del Monte, Madrid, Spain.  BofA Securities Europe S.A.,51, rue La Boétie, 75008 Paris, Republic of France.
<b>Joint Lead Managers</b>	Banco Santander, S.A., Ciudad Grupo Santander, Avenida de Cantabria s/n, Edificio Encinar, 28660, Boadilla del Monte, Madrid, Spain. See " <b>SUBSCRIPTION AND SALE</b> " (page 91 et seqq.).  BofA Securities Europe S.A.,51, rue La Boétie, 75008 Paris, Republic of France (" <b>BofA Securities</b> "). See " <b>SUBSCRIPTION AND SALE</b> " (page 91 et seqq.).
<b>Listing Agent</b>	Banque Internationale à Luxembourg S.A., 69, route d'Esch; L-2953 Luxembourg; Grand Duchy de Luxembourg.

See "**THE LISTING AGENT**" (page 207).

**Interest Rate Swap Counterparty**

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Platz der Republik, 60265 Frankfurt am Main, Germany. See "**THE INTEREST RATE SWAP COUNTERPARTY**" (page 208).

**Rating Agencies**

DBRS and Moody's.

**THE NOTES**

**The Transaction**

The Seller will sell and assign the Receivables to the Issuer on or before the Closing Date pursuant to a lease receivables purchase agreement dated [●] December 2023 and entered into between the Issuer and the Seller ("**Lease Receivables Purchase Agreement**"). During the Replenishment Period the Seller may, subject to certain requirements, at its option, sell and assign Additional Lease Receivables to the Issuer pursuant to the Lease Receivables Purchase Agreement. All of the Lease Receivables are secured by collateral, including but not limited to the Leased Vehicles, (all collateral and the proceeds therefrom, "**Related Lease Collateral**"). The Seller will sell and assign and transfer such Related Lease Collateral together with the Receivables pursuant to the Lease Receivables Purchase Agreement, but will not give any guarantee regarding the existence or the recoverability of such Related Lease Collateral. See "**OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Lease Receivables Purchase Agreement**" (page 152 et seq.).

**Classes of Notes**

The EUR [●] Class A Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class A Notes**"), the EUR [●] Class B Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class B Notes**"), the EUR [●] Class C Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class C Notes**"), the EUR [●] Class D Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class D Notes**"), the EUR [●] Class E Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class E Notes**") and the EUR [●] Class F Floating Rate Notes due on the Payment Date falling in [December 2032] ("**Class F Notes**") will be backed by the Portfolio. See "**TERMS AND CONDITIONS OF THE NOTES**" (page 92 et seq.).

**Closing Date**

[●] December 2023.

**Form and Denomination**

Each of the Classes of Notes will initially be represented by a Temporary Global Note of the relevant class in bearer form, without interest coupons attached. The Global Notes of the Class A Notes will be deposited with a common safekeeper for Clearstream Luxembourg and Euroclear and the Global Notes for the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be deposited with a common depository for Clearstream Luxembourg and Euroclear. The Notes will be transferred in book-entry form only. The Notes will be issued in denominations of EUR 100,000. The Global Notes will not be exchangeable for definitive securities. See "**TERMS AND CONDITIONS OF THE NOTES - Form and Denomination**" (page 92 et seq.).

**Status and Priority**

The Notes constitute direct, secured and (subject to Condition 3.2 (*Limited Recourse*) of the terms and conditions of the Notes ("**Terms and Conditions**")) unconditional obligations of the Issuer.

Prior to the occurrence of an Issuer Event of Default, the Issuer's obligations to make payments of principal and interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes rank in accordance with the relevant Pre-Enforcement Priorities of Payments.

The Class A Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default (as defined in Condition 3.5 (*Issuer Event of Default*)), the Class A Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments. The Class B Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default, the Class B Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments. The Class C Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default, the Class C Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments. The Class D Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default, the Class D Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments. The Class E Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default, the Class E Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments. The Class F Notes rank *pari passu* among themselves in respect of security. Following the occurrence of an Issuer Event of Default, the Class F Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Priority of Payments.

The Issuer's obligations to make payments of principal and interest on the Class F Notes are subordinated to the Issuer's obligations to make payments of principal and interest on the Class E Notes, the Class D Notes, the Class C Notes, the Class B Notes and the Class A Notes in accordance with the Terms and Conditions of the Notes. The Issuer's obligations to make payments of principal and interest on the Class E Notes are subordinated to the Issuer's obligations to make payments of principal and interest on the Class D Notes, the Class C Notes, the Class B Notes and the Class A Notes in accordance with the Terms and Conditions of the Notes. The Issuer's obligations to make payments of principal and interest on the Class D Notes are subordinated to the Issuer's obligations to make payments of principal and interest on the Class C Notes, the Class B Notes and the Class A Notes in accordance with the Terms and Conditions of the Notes. The Issuer's obligations to make payments of principal and interest on the Class C Notes are subordinated to the Issuer's obligations to make payments of principal and interest on the Class B Notes and the Class A Notes in accordance with the Terms and Conditions of the Notes. The Issuer's obligations to make payments of principal and interest on the Class B Notes are subordinated to the Issuer's obligations to make payments of principal and interest on the Class A Notes in accordance with the Terms and Conditions of the Notes, see "**CREDIT STRUCTURE — Pre-Enforcement Priority of Payments**" (page 85 et seqq.) and "**TERMS AND CONDITIONS OF THE NOTES — 7. Replenishment and Redemption — 7.7 Pre-Enforcement Principal Priority of Payments**" (page 108 et seqq.).

**Limited Recourse**

The Notes will be limited recourse obligations of the Issuer. See "**TERMS AND CONDITIONS OF THE NOTES — Provision of Security; Limited Payment Obligation; Issuer Event of Default**" (page 102 et seqq.) and "**RISK FACTORS — Category II - Liability under the Notes; Limited Recourse**" (page 21 et seqq.).

**Replenishment**

During the Replenishment Period, the Seller may, at its option, effect a replenishment of the Portfolio underlying the Notes by offering to sell Additional Lease Receivables to the Issuer in an amount not exceeding the Replenishment Available Amount pursuant to the Lease Receivables Purchase Agreement. Pursuant to the Lease Receivables Purchase Agreement and subject to certain requirements, the Issuer is obliged to purchase such Additional Lease Receivables from the Seller. See "**TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption**" (page

102 et seqq.) and "**OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Lease Receivables Purchase Agreement**" (page 152 et seqq.).

**Replenishment Period**

The Replenishment Period will start on the Closing Date and end on (i) the Payment Date falling in [December] 2024 (inclusive) or, if earlier, (ii) the date on which an Early Amortisation Event occurs (exclusive).

**Early Amortisation Event**

The occurrence of any of the following events during the Replenishment Period shall constitute an "**Early Amortisation Event**":

- (a) the Cumulative Net Loss Ratio exceeds [0.50]%;
- (b) a Purchase Shortfall Event;
- (c) a Termination Event or a Servicer Termination Event;
- (d) a debit balance on the Class F Principal Deficiency Sub-Ledger equal to or higher than [0.2]% of the Aggregate Outstanding Note Principal Amount of the Notes (as of the Closing Date), would be remaining on two consecutive Payment Dates (for the avoidance of doubt after crediting the Class F Principal Deficiency Sub-Ledger on such Payment Date;
- (e) an event of default or a termination event, as defined in the Swap Agreement.

**Interest**

Each Class A Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class A Note Interest Rate**") on the nominal amount of each Class A Note outstanding immediately prior to such Payment Date. Each Class B Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class B Note Interest Rate**") on the nominal amount of each Class B Note outstanding immediately prior to such Payment Date. Each Class C Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class C Note Interest Rate**") on the nominal amount of each Class C Note outstanding immediately prior to such Payment Date. Each Class D Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class D Note Interest Rate**") on the nominal amount of each Class D Note outstanding immediately prior to such Payment Date. Each Class E Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class E Note Interest Rate**") on the nominal amount of each Class E Note outstanding immediately prior to such Payment Date. Each Class F Note entitles the holder thereof to receive from the Pre-Enforcement Available Interest Amount on each Payment Date interest at the rate of 1m Euribor plus [●]% per annum ("**Class F Note Interest Rate**") on the nominal amount of each Class F Note outstanding immediately prior to such Payment Date. See "**TERMS AND CONDITIONS OF THE NOTES — Payments of Interest**" (page 98 et seqq.).

The Interest Period with respect to each Payment Date will be the period commencing on (and including) the Payment Date immediately preceding such Payment Date and ending on (but excluding) such Payment Date with the first Interest Period commencing on (and including) the Closing Date and ending on (but excluding) the first Payment Date. See "**TERMS AND CONDITIONS OF THE NOTES — Payments of Interest**" (page 98 et seqq.).

**Payment Dates**

During the Replenishment Period, payments of interest, and with respect to the Class F Noteholders of principal (if any), and following the expiration of the Replenishment Period, payments of principal and interest will be made to the Noteholders on the

fourteenth (14<sup>th</sup>) calendar day of any calendar month, unless such date is not a Business Day in which case the Payment Date shall be the next succeeding Business Day unless such date would thereby fall into the next calendar month, in which case such date shall be the immediately preceding Business Day, commencing in [January 2024]. Unless the Notes are redeemed earlier in full, the final Payment Date will be the Legal Maturity Date.

<b>Calculation Date</b>	Means with respect to a Payment Date the 2 <sup>nd</sup> Business Day preceding such Payment Date.
<b>Legal Maturity Date</b>	Unless previously redeemed as described herein, each Class of Notes will be redeemed on the Payment Date falling in [December 2032], subject to the limitations set forth in Condition 3.2 ( <i>Limited Recourse</i> ) of the Terms and Conditions. The Issuer will be under no obligation to make any payment under the Notes after the Legal Maturity Date. See " <b>TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Legal Maturity Date</b> " (page 104 et seqq.).
<b>Scheduled Maturity Date</b>	The Payment Date falling in [•]. See " <b>TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Scheduled Maturity Date</b> " (page 104 et seqq.).
<b>Amortisation</b>	<p>The amortisation of the Notes will only commence after the expiration of the Replenishment Period (other than for Class F Notes). With respect to the Class F Notes, amortisation will commence on the first Payment Date following the Closing Date (i.e. on the Payment Date falling in [January 2024]), as further specified in item [twenty-fifth] of the Pre-Enforcement Interest Priority of Payments and further below.</p> <p>On each Payment Date following the expiration of the Replenishment Period, before the occurrence of a Sequential Payment Trigger Event, the Notes (other than the Class F Notes) shall be redeemed in accordance with the Pre-Enforcement Principal Priority of Payments on a <i>pro rata</i> basis.</p> <p>Following the occurrence of a Sequential Payment Trigger Event and as set forth in the Pre-Enforcement Principal Priority of Payments, the Notes will be subject to redemption in accordance with the Pre-Enforcement Principal Priority of Payments sequentially in the following order: first, the Class A Notes until full redemption, second, the Class B Notes until full redemption, third, the Class C Notes until full redemption, fourth, the Class D Notes until full redemption, fifth, the Class E Notes until full redemption and sixth, the Class F Notes until full redemption.</p> <p>Following the occurrence of an Issuer Event of Default the Notes will be subject to redemption in accordance with the Post-Enforcement Priority of Payment sequentially in the following order: first, the Class A Notes until full redemption, second, the Class B Notes until full redemption, third, the Class C Notes until full redemption, fourth, the Class D Notes until full redemption, fifth, the Class E Notes until full redemption and sixth, the Class F Notes until full redemption.</p> <p>See "<b>TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Amortisation</b>" (page 104 et seqq.).</p>
<b>Early Amortisation</b>	The Notes will be subject to redemption in part prior to the scheduled expiration of the Replenishment Period if an Early Amortisation Event occurs. See above " <b>OUTLINE OF THE TRANSACTION - Replenishment Period</b> " (page 62).
<b>Optional Redemption upon occurrence of Clean-up Call Event</b>	On any Payment Date following a Cut-Off Date on which a Clean-up Call Event has occurred, the Originator will have the option under the Lease Receivables Purchase Agreement to repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) at the Final Repurchase Price and, as a result, the Notes will be subject to early redemption in whole, but not in part, prior to their Scheduled

Maturity Date, (i) subject to the Final Repurchase Price available to the Issuer being sufficient to redeem all the Class A Notes to the Class F Notes at their current Note Principal Amount in accordance with the Pre-Enforcement Principal Priority of Payments and (ii) provided that the Pre-Enforcement Available Interest Amount shall be at least sufficient to pay any accrued interest on the Class A Notes to the Class F Notes in accordance with the Pre-Enforcement Interest Priority of Payments. For the avoidance of doubt, if and to the extent any excess funds exist after application of the Final Repurchase Price towards redemption of the Class A Notes to the Class F Notes, the Issuer shall apply such excess funds towards the Pre-Enforcement Available Interest Amount. The Final Repurchase Price paid by the Originator shall be applied by the Issuer in redemption of such Notes on such Payment Date at their then current Note Principal Amount, together with all amounts ranking prior thereto according to the Pre-Enforcement Principal Priority of Payments and Condition 7.5(a) (*Early Redemption*) of the Terms and Conditions and shall be equal to the sum of: (a) for non-Defaulted Lease Receivables and non-Delinquent Lease Receivables, the sum of the Outstanding Discounted Receivables Balance of these non-Defaulted Lease Receivables and non-Delinquent Lease Receivables which are Purchased Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus (b) for Delinquent Lease Receivables, the sum of the Final Determined Amounts of these Delinquent Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus (c) for Defaulted Lease Receivables, the sum of the Final Determined Amounts of these Defaulted Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date. See "**TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Early Redemption**" (page 104 et seqq.).

"**Clean-up Call Event**" means if on any Cut-Off Date on or following which the Aggregate Outstanding Discounted Receivables Balance has been reduced to less than 10% of the initial Aggregate Outstanding Discounted Receivables Balance as of the first Cut-Off Date.

**Optional Redemption upon occurrence of a Tax Call Event**

On any Payment Date following a Cut-Off Date on which a Tax Call Event has occurred, the Originator will have the option under the Lease Receivables Purchase Agreement to repurchase all outstanding Purchased Lease Receivables (together with any Related Lease Collateral) (which have not been sold to a third party) at the Final Repurchase Price, and as a result, the Notes will be subject to early redemption in whole, but not in part, prior to the Scheduled Maturity Date on the date fixed for redemption (which must be a Payment Date), following a written notice thereof to be provided by the Issuer to the Transaction Security Trustee, the Principal Paying Agent and the Noteholders on the Reporting Date, whereby the proceeds distributable as a result of such repurchase on the Tax Call Redemption Date shall be applied towards redemption of the Notes in accordance with the Pre-Enforcement Principal Priority of Payments and Condition 7.5(b) (*Early Redemption*) of the Terms and Conditions. Such Final Repurchase Price to be paid by the Seller shall be equal to the sum of: (a) for non-Defaulted Lease Receivables and non-Delinquent Lease Receivables, the sum of the Outstanding Discounted Receivables Balance of these non-Defaulted Lease Receivables and non-Delinquent Lease Receivables which are Purchased Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus (b) for Delinquent Lease Receivables, the sum of the Final Determined Amounts of these Delinquent Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus (c) for Defaulted Lease Receivables, the sum of the Final Determined Amounts of these Defaulted Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date. See "**TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Early Redemption**" (page 104 et seqq.).

"**Tax Call Event**" means if the Issuer is or becomes at any time required by law to deduct or withhold in respect of any payment under the Notes current or future taxes,



levies or governmental charges, regardless of their nature, which are imposed under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, the Issuer shall determine within twenty (20) calendar days of such circumstance occurring whether it would be practicable to arrange for the substitution of the Issuer in accordance with Condition 11 (*Substitution of the Issuer*) or to change its tax residence to another jurisdiction approved by the Transaction Security Trustee. The Transaction Security Trustee shall not give such approval unless each of the Rating Agencies has been notified in writing of such substitution or change of the tax residence of the Issuer. If the Issuer determines that any of such measures would be practicable, it shall effect such substitution in accordance with Condition 11 (*Substitution of the Issuer*) or (as relevant) such change of tax residence within sixty (60) calendar days from such determination. If, however, it determines within twenty (20) calendar days of such circumstance occurring that none of such measures would be practicable or if, having determined that any of such measures would be practicable, it is unable so to avoid such deduction or withholding within such further period of sixty (60) calendar days.

**Optional Redemption upon occurrence of a Regulatory Change Event**

In the event that a Regulatory Change Event has occurred or continues to exist (e.g. due to a deferred application or implementation date), the Originator will have an option, subject to certain requirements in accordance with the Seller Loan Agreement, to advance the Mezzanine Loan to the Issuer for an amount that is equal to the Mezzanine Loan Disbursement Amount,

provided that the Pre-Enforcement Available Principal Amount available to the Issuer is sufficient to redeem the Class B Notes to the Class F Notes at their current Note Principal Amount in accordance with the Pre-Enforcement Principal Priority of Payments, and

further provided that the Pre-Enforcement Available Interest Amount is at least sufficient to pay any accrued interest on the Class B Notes to the Class F Notes in accordance with the Pre-Enforcement Interest Priority of Payments.

The Issuer shall, upon due exercise of such option by the Originator to advance the Mezzanine Loan, apply such amounts received from the Originator towards redemption of the Class B Notes to the Class F Notes in full on the Payment Date following a Regulatory Change Event and following the sending of a notice by the Originator, such date being the Regulatory Change Event Redemption Date. For the avoidance of doubt, if and to the extent any excess funds exist after application of the Mezzanine Loan Disbursement Amount towards redemption of the Class B Notes to the Class F Notes, the Issuer shall apply such excess funds towards the Pre-Enforcement Available Interest Amount.

**"Regulatory Change Event"** means (a) any enactment or establishment of, or supplement or amendment to, or change in any law, regulation, rule, policy or guideline of any relevant competent international, European or national body (including the ECB or the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline which becomes effective on or after the Closing Date or (b) a notification by or other communication from the applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents on or after the Closing Date which, in each case, in the reasonable opinion of the Seller, has the effect of materially adversely affecting the rate of return on capital of the Issuer and/or the Seller or materially increasing the cost or materially reducing the benefit to the Seller of the transactions contemplated by the Transaction Documents.

For the further avoidance of doubt, the declaration of a Regulatory Change Event will not be excluded by the fact that, prior to the Closing Date: (a) the event constituting any such Regulatory Change Event was: (i) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the Basel Committee on Banking Supervision), as officially interpreted, implemented or applied by the Federal Republic of Germany or the European Union; or (ii) incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Closing Date, provided that the application of the Revised Securitisation Framework shall not constitute a Regulatory Change Event, but without prejudice to the ability of a Regulatory Change Event to occur as a result of any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date; or (iii) expressed in any statement by any official of the competent authority in expert meetings or other discussions in connection with such Regulatory Change Event or (b) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than this Transaction. Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the rate of return on capital of the Issuer and/or the Seller or an increase the cost or reduction of benefits to the Seller of the transactions contemplated by the Transaction Documents immediately after the Closing Date.

#### **Taxation**

All payments of principal of and interest on the Notes will be made free and clear of, and without any withholding or deduction for or on account of, tax (if any) applicable to the Notes under any applicable jurisdiction, unless such withholding or deduction is required by law. If any such withholding or deduction is imposed, the Issuer will not be obliged to pay any additional or further amounts as a result thereof. See "**TAXATION IN GERMANY**" (page 214 et seqq.).

#### **Resolution of Noteholders**

In accordance with the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz*), the Notes contain provisions pursuant to which the Noteholders of any Class of Notes may agree by resolution to amend the Terms and Conditions of the respective Class of Notes and to decide upon certain other matters regarding the relevant Class of Notes including, without limitation, the appointment or removal of a common representative for the Noteholders of any Class of Notes. Resolutions of Noteholders of any Class of Notes properly adopted, by vote taken without a meeting in accordance with the Terms and Conditions, are binding upon all Noteholders of such Class of Notes. Resolutions which do not provide for identical conditions for all Noteholders of any Class of Notes are void, unless Noteholders of such Class of Notes which are disadvantaged expressly consent to their being treated disadvantageously. In no event, however, may any obligation to make any payment or render any other performance be imposed on any Noteholder of any Class of Notes by resolution. As set out in the Terms and Conditions, resolutions providing for certain material amendments to the Terms and Conditions require a majority of not less than 75% of the votes cast. Resolutions regarding other amendments are passed a simple majority of the votes cast. See "**TERMS AND CONDITIONS OF THE NOTES - Resolution of Noteholders**" (page 112 et seq.).

#### **Note Collateral**

The obligations of the Issuer under the Notes will be secured by first ranking security interests granted to the Transaction Security Trustee for the benefit of the Noteholders and other Beneficiaries, to secure the Transaction Security Trustee Claim and the Transaction Secured Obligations, in respect of (i) the Issuer's claims under the Purchased Lease Receivables and any Related Lease Collateral acquired by the Issuer pursuant to the Lease Receivables Purchase Agreement, (ii) the Issuer's claims under certain Transaction Documents and (iii) the Issuer claims under the Accounts, all of which have been assigned and transferred by way of security or pledged to the Transaction Security Trustee pursuant to the Transaction Security

Agreement ("**Collateral**"), and by any other security interests regarding the rights of the Issuer under Swap Agreement granted by the Issuer to the Transaction Security Trustee pursuant to an English security charge dated [●] December 2023 (the "**English Security Deed**") (the Collateral and the English Security Deed collectively, the "**Note Collateral**").

Upon the occurrence of an Issuer Event of Default, the Transaction Security Trustee will enforce or will arrange for the enforcement of the Note Collateral and any credit in the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Purchase Shortfall Account and the Swap Cash Collateral Account (excluding certain amounts stated in clause 23.1 of the Transaction Security Agreement) and any proceeds obtained from the enforcement of the Note Collateral pursuant to the Transaction Security Agreement will be applied exclusively in accordance with the Post-Enforcement Priority of Payments. See "**THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT — Post-Enforcement Priority of Payments**" (page 135 et seqq.).

## THE PORTFOLIO AND DISTRIBUTION OF FUNDS

<b>Purchased Lease Receivables</b>	<p>The Portfolio underlying the Notes consists of automotive lease receivables originated by the Seller in its ordinary course of business under German law which comply with the Eligibility Criteria (see "<b>DESCRIPTION OF THE PORTFOLIO — ELIGIBILITY CRITERIA</b>" (page 170 et seq.)). The Aggregate Outstanding Discounted Receivables Balance as of the beginning of business (in Mönchengladbach) on [●] 2023 was EUR [●]. The Purchased Lease Receivables constitute lease instalment claims arising under automotive lease agreements ("<b>Lease Contracts</b>") entered into between the Seller, as lessor, and certain lessees ("<b>Lessees</b>"). The Purchased Lease Receivables will be assigned and transferred to the Issuer on or before the Closing Date and as of any Purchase Date during the Replenishment Period pursuant to the Lease Receivables Purchase Agreement. All of the Purchased Lease Receivables are secured by Related Lease Collateral, including but not limited to the Leased Vehicles. The Seller will sell and assign or transfer, as applicable, such Related Lease Collateral together with the Receivables pursuant to the Lease Receivables Purchase Agreement, but will not give any guarantee regarding the existence or the recoverability of such Related Lease Collateral. See "<b>THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT</b>" (page 122 et seq.).</p>
<b>Discount Rate</b>	<p>The Purchased Lease Receivables will be discounted by the Effective Interest Rate of the relevant Lease Contract.</p>
<b>Servicing of the Portfolio</b>	<p>The Purchased Lease Receivables and any Related Lease Collateral will be administered, collected and enforced by the Seller in its capacity as Servicer under a servicing agreement ("<b>Servicing Agreement</b>") entered into with the Issuer [●] December 2023, and upon termination of the appointment of the Servicer following the occurrence of a Servicer Termination Event, by a Replacement Servicer appointed by the Issuer. See "<b>OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement</b>" (page 156 et seq.) and "<b>CREDIT AND COLLECTION POLICY</b>" (page 194 et seq.).</p>
<b>Interest Collections</b>	<p>Subject to the Pre-Enforcement Interest Priority of Payments, the Interest Collections received on the Portfolio will be available for the payment of interest on the Notes and principal of the Class F Notes.</p> <p>"<b>Interest Collections</b>" means the element of the Lease Interest Component in each cash collection made or due to be made in respect of a Purchased Lease Receivable (including interest, prepayment penalty, late payment or similar charges and any lease interest component of indemnities, taxes or other amounts payable to the Issuer from any party under the Transaction Documents or any third party) received by the Servicer on behalf of the Issuer from any third party (including from insurance policies), in each case which is irrevocable and final (provided that any direct debit (<i>Lastschriftinzug</i>) shall constitute an Interest Collection irrespective of any subsequent valid return thereof (<i>Lastschriftrückbelastung</i>)), but excluding Principal Collections, provided that, for the avoidance of doubt, any Interest Collection which is less than the amount then outstanding and due from the relevant Lessee shall be applied in accordance with Sections 366 et seqq. of the German Civil Code (<i>Bürgerliches Gesetzbuch</i>) or, with respect to consumers, pursuant to Section 497 (3) of the German Civil Code (<i>Bürgerliches Gesetzbuch</i>).</p>
<b>Principal Collections</b>	<p>Subject to the Pre-Enforcement Principal Priority of Payments, the Principal Collections received on the Portfolio will, during the Replenishment Period, be available for the replenishment of the Portfolio (up to the Replenishment Available Amount) and, after the expiration of the Replenishment Period, for the payment of principal on the Notes.</p>

**"Principal Collections"** means the element of the Lease Principal Component in each cash collection made or due to be made in respect of a Purchase Receivable (including any lease principal component of indemnities, taxes or other amounts payable to the Issuer from any party under the Transaction Documents or any third party) received by the Servicer on behalf of the Issuer from any third party (including from insurance policies), in each case which is irrevocable and final (provided that any direct debit (*Lastschriftinzug*) shall constitute a Principal Collection irrespective of any subsequent valid return thereof (*Lastschriftückbelastung*)), and any Deemed Collections of such Purchased Lease Receivable less any amount previously received but required to be repaid on account of a valid return of a direct debit (*Lastschriftückbelastung*).

Pursuant to the Lease Receivables Purchase Agreement, the Seller has undertaken to pay to the Issuer any Deemed Collection which is equal to the amount of the Outstanding Discounted Receivables Balance (or the affected portion thereof) of any Purchased Lease Receivable if such Purchased Lease Receivable becomes a Disputed Lease Receivable, such Purchased Lease Receivable proves not to have been an Eligible Lease Receivable on the Purchase Date, such Purchased Lease Receivable is deferred, redeemed or modified other than in accordance with the Servicing Agreement or certain other events occur.

<b>Defaulted Lease Receivables</b>	Any Purchased Lease Receivable in respect of which the Lease Contract has been terminated by the Servicer in accordance with its Credit and Collection Policy (" <b>Defaulted Lease Receivable(s)</b> ").
<b>Liquidity Reserve</b>	As of the Closing Date, the Notes will have the benefit of a liquidity reserve which will provide limited protection against shortfalls in the amounts to pay costs and expenses, interest and principal deficiencies in accordance with the Pre-Enforcement Interest Priority of Payments. See " <b>CREDIT STRUCTURE — Liquidity Reserve</b> " (page 86 et seq.).
<b>Commingling Reserve</b>	Only following the occurrence of a Commingling Reserve Trigger Event, the Notes will have the benefit of a commingling reserve which will provide limited protection against the commingling risk in respect of the Seller acting as the Servicer. See " <b>CREDIT STRUCTURE — Commingling Reserve</b> " (page 87 et seq.).
<b>Replacement Servicer Fee Reserve</b>	Only following the occurrence of a RSF Reserve Fund Trigger Event, the Notes will have the benefit of a replacement servicer fee reserve which will provide limited protection against the risk of an increase in the servicer fee upon termination of the Servicer's appointment under the Servicing Agreement. See " <b>CREDIT STRUCTURE — Replacement Servicer Fee Reserve</b> " (page 88).
<b>Issuer's Sources of Income</b>	The following amounts will be used by the Issuer to pay interest on and principal of the Notes and to pay any amounts due to the other creditors of the Issuer: (i) all payments of principal and interest and certain other payments (such as Recoveries) and any Deemed Collections received under or with respect to the Purchased Lease Receivables pursuant to the Lease Receivables Purchase Agreement and/or the Servicing Agreement, (ii) all amounts received under the Swap Agreement, (iii) all amounts of interest, if any, earned on the euro denominated interest-bearing transaction account of the Issuer (" <b>Transaction Account</b> ") (iv) all amounts standing to the credit of the Liquidity Reserve Account, (v) all amounts standing to the credit of the Commingling Reserve Account (except interest earned on such amounts), (vi) all amounts standing to the credit of the Purchase Shortfall Account, (vii) all final amounts paid by any third party as purchase price for Defaulted Lease Receivables, (viii) any amounts standing to the credit of the Swap Cash Collateral Account (excluding interest earned on such amounts), (ix) for the payment of fees to any Replacement Servicer only, any amounts standing to the credit of the Replacement Servicer Fee Reserve Account (except interest earned on such amounts) and (x) all other amounts

which constitute the Available Distribution Amount and which have not been mentioned in (i) to (ix) above.

**Pre-Enforcement  
Available Interest  
Amount**

**"Pre-Enforcement Available Interest Amount"** shall mean, with respect to any Payment Date and the Collection Period ending on the Cut-Off Date prior to such Payment Date the sum of the following amounts:

- (a) Interest Collections received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (b) any other interest amounts paid by the Seller to the Issuer under or with respect to the Lease Receivables Purchase Agreement or the Purchased Lease Receivables or any Related Lease Collateral and any other interest amounts paid by the Servicer to the Issuer under or with respect to the Servicing Agreement, the Purchased Lease Receivables or any Related Lease Collateral, in each case as collected during such Collection Period;
- (c) any Recoveries received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (d) any interest earned (if any) on any balance credit of the Transaction Account, the Liquidity Reserve Account and the Purchase Shortfall Account during such Collection Period;
- (e) the amounts (if any) standing to the credit of the Commingling Reserve Account allocable to Interest Collections (excluding, for the avoidance of doubt, any interest earned on any balance credited to the Commingling Reserve Account), provided, however, that such amounts shall only be included in the Pre-Enforcement Available Interest Amount if and to the extent that the Seller or (if different) the Servicer has, as of the relevant Payment Date, failed to transfer to the Issuer any Interest Collections received or payable by the Seller or (if different) the Servicer during, or with respect to, the Collection Period ending on the Cut-Off Date immediately preceding the relevant Payment Date or if the appointment of the Servicer under the Servicing Agreement has been automatically terminated pursuant to clause [10.2] of the Servicing Agreement;
- (f) the amounts (if any) standing to the credit of the Liquidity Reserve Account;
- (g) any amount paid by the Interest Rate Swap Counterparty to the Issuer under the Swap Agreement (or otherwise received by the Issuer in respect thereof) on or before and with respect to the Payment Date immediately following such Cut-Off Date (excluding, however, (i) any Swap Collateral other than any proceeds from such Swap Collateral applied in satisfaction of payments due to the Issuer in accordance with the Swap Agreement upon early termination of the Swap Agreement, (ii) any Excess Swap Collateral, (iii) any amount received by the Issuer in respect of replacement swap premium to the extent that such amount is required to be applied directly to pay a termination payment due and payable by the Issuer to the Interest Rate Swap Counterparty upon termination of the Swap Agreement, and (iv) any Swap Tax Credits);
- (h) any Principal Addition Amounts as paid under item *first* of the Pre-Enforcement Principal Priority of Payments on such Payment Date;
- (i) any payment made under item [*twelfth*] of the Pre-Enforcement Principal Priority of Payments;
- (j) any amount (other than covered by (a) through (i) above) (if any) paid to the Issuer by any other party to any Transaction Document which according to such

Transaction Document is to be allocated to the Pre-Enforcement Available Interest Amount.

**Pre-Enforcement Available Principal Amount**

**"Pre-Enforcement Available Principal Amount"** shall mean, with respect to any Payment Date and the Collection Period ending on the Cut-Off Date prior to such Payment Date the sum of the following amounts:

- (a) any Principal Collections (including, for the avoidance of doubt, Deemed Collections paid by the Seller or (if different) the Servicer) received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (b) any other principal amounts paid by the Seller to the Issuer under or with respect to the Lease Receivables Purchase Agreement or the Purchased Lease Receivables or any Related Lease Collateral and any other amounts paid by the Servicer to the Issuer under or with respect to the Servicing Agreement, the Purchased Lease Receivables or any Related Lease Collateral, in each case as collected during such Collection Period;
- (c) on a Clean-up Call Redemption Date or a Tax Call Redemption Date only, the Final Repurchase Price;
- (d) the amounts (if any) standing to the credit of the Commingling Reserve Account allocable to Principal Collections (excluding, for the avoidance of doubt, any interest earned on any balance credited to the Commingling Reserve Account), provided, however, that such amounts shall only be included in the Pre-Enforcement Available Principal Amount if and to the extent that the Seller or (if different) the Servicer has, as of the relevant Payment Date, failed to transfer to the Issuer any Principal Collections (other than Deemed Collections within the meaning of item (B)(i)(a) of the definition of Deemed Collections) received or payable by the Seller or (if different) the Servicer during, or with respect to, the Collection Period ending on the Cut-Off Date immediately preceding the relevant Payment Date or if the appointment of the Servicer under the Servicing Agreement has been automatically terminated pursuant to clause [10.2] of the Servicing Agreement;
- (e) the amounts (if any) standing to the credit of the Purchase Shortfall Account;
- (f) on the Regulatory Change Event Redemption Date only, the Mezzanine Loan Disbursement Amount paid by the Originator to the Issuer, which will be applied solely in accordance with item [fifth] and [tenth] of the Pre-Enforcement Principal Priority of Payments on such Regulatory Change Event Redemption Date;
- (g) the amounts (if any) credited to the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger pursuant to items [thirteenth] to [eighteenth] of the Pre-Enforcement Interest Priority of Payments;
- (h) any amount (other than covered by (a) through (g) above) (if any) paid to the Issuer by any other party to any Transaction Document which according to such Transaction Document is to be allocated to the Pre-Enforcement Available Principal Amount.

**Principal Deficiency Ledger**

The Servicer (acting for and on behalf of the Issuer) will establish the Principal Deficiency Ledger to record on each Calculation Date for the relevant Collection Period as a debit any Defaulted Amounts and/or any Principal Addition Amounts and to record as a credit any amounts paid under items [thirteenth] to [eighteenth] of the Pre-Enforcement Interest Priority of Payments and which shall be comprised of the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger.

On each Calculation Date in relation to the Payment Date, the relevant Principal Deficiency Sub-Ledgers will be debited with the Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period in relation to the Relevant Payment Date in the following reverse sequential order of priority:

*first*, the Class F Principal Deficiency Sub-Ledger will be debited with the Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class F Notes as of the Closing Date;

*second*, the Class E Principal Deficiency Sub-Ledger will be debited with the remaining Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class E Notes;

*third*, the Class D Principal Deficiency Sub-Ledger will be debited with the remaining Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class D Notes;

*fourth*, the Class C Principal Deficiency Sub-Ledger will be debited with the remaining Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class C Notes;

*fifth*, the Class B Principal Deficiency Sub-Ledger will be debited with the remaining Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class B Notes; and

*sixth*, the Class A Principal Deficiency Sub-Ledger will be debited with the remaining Defaulted Amount for the relevant Collection Period and/or any Principal Addition Amounts during the preceding Collection Period up to the Aggregate Outstanding Note Principal Amount of the Class A Notes.

The relevant Principal Deficiency Sub-Ledgers will be credited using the Pre-Enforcement Available Interest Amount in accordance with the Pre-Enforcement Interest Priority of Payments items [thirteenth] to [eighteenth] during the preceding Collection Period and in full sequential order in each case up to an amount which has been recorded as a debit on the relevant Principal Deficiency Sub-Ledger on the Calculation Date prior to such Payment Date and which has not previously been cured:

*first*, to the Class A Principal Deficiency Sub-Ledger, until reduced to zero;

*second*, to the Class B Principal Deficiency Sub-Ledger, until reduced to zero;



*third*, to the Class C Principal Deficiency Sub-Ledger, until reduced to zero;

*fourth*, to the Class D Principal Deficiency Sub-Ledger, until reduced to zero;

*fifth*, to the Class E Principal Deficiency Sub-Ledger, until reduced to zero; and

*sixth*, to the Class F Principal Deficiency Sub-Ledger, until reduced to zero.

**Pre-Enforcement  
Interest Priority of  
Payments**

On each Payment Date, prior to the occurrence of an Issuer Event of Default, the Pre-Enforcement Available Interest Amount as calculated as of the Cut-Off Date immediately preceding such Payment Date shall be applied in accordance with the following order of priorities (the "**Pre-Enforcement Interest Priority of Payments**"), in each case only to the extent payments of a higher priority have been made in full:

- (a) *first*, to pay any obligation of the Issuer with respect to tax under any applicable law (if any);
- (b) *second*, to pay any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due and payable in the ordinary course of business), expenses and other amounts due and payable to the Transaction Security Trustee under the Transaction Documents;
- (c) *third*, to pay *pari passu* with each other on a *pro rata* basis any Administrative Expenses;
- (d) *fourth*, solely to the extent that the funds standing to the credit of the Replacement Servicer Fee Reserve Account are insufficient to pay any Replacement Servicer Costs which are due and payable on such date, to pay such amounts to the Replacement Servicer;
- (e) *fifth*, to pay any amount due and payable to the Interest Rate Swap Counterparty under the Swap Agreement, other than any termination payment (as determined pursuant to the Swap Agreement) due and payable to the Interest Rate Swap Counterparty if an event of default has occurred under the Swap Agreement with respect to the Interest Rate Swap Counterparty;
- (f) *sixth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class A Notes;
- (g) *seventh*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class B Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class B Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class B Notes;
- (h) *eighth*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class C Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class C Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class C Notes;
- (i) *ninth*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class D Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class D Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal

Amount of the Class D Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class D Notes;

- (j) tenth, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class E Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class E Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class E Notes;
- (k) *eleventh*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class F Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class F Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class F Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class F Notes;
- (l) *twelfth*, to credit to the Liquidity Reserve Account an amount equal to the Required Liquidity Reserve Amount (Part 1) as of such Payment Date;
- (m) *thirteenth*, to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (n) *fourteenth*, to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (o) *fifteenth*, to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (p) *sixteenth*, to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (q) *seventeenth*, to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (r) *eighteenth*, to credit the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (s) *nineteenth*, to credit to the Liquidity Reserve Account an amount equal to the Required Liquidity Reserve Amount (Part 2) as of such Payment Date;
- (t) *twentieth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class B Notes (to the extent not paid under item *seventh* above);
- (u) *twenty-first*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class C Notes (to the extent not paid under item *eighth* above);
- (v) *twenty-second*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class D Notes (to the extent not paid under item *ninth* above);

- (w) *twenty-third*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class E Notes (to the extent not paid under item *tenth* above);
- (x) *twenty-fourth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class F Notes (to the extent not paid under item *eleventh* above);
- (y) *twenty-fifth*, to pay any Class F Turbo Principal Redemption Amount due and payable to the Class F Notes (*pro rata* on each Class F Note);
- (z) *twenty-sixth*, to pay on a Payment Date following a Regulatory Change Event Redemption Date any due and payable interest amounts on the Mezzanine Loan;
- (aa) *twenty-seventh*, to pay *pari passu* with each other on a *pro rata* basis any termination payment due and payable to the Interest Rate Swap Counterparty under the Swap Agreement other than those made under item *fifth*;
- (bb) *twenty-eighth*, to pay any due and payable interest amounts on the Liquidity Reserve Loan;
- (cc) *twenty-ninth*, to pay any due and payable principal amounts being equal to the Liquidity Reserve Reduction Amount under the Liquidity Reserve Loan until the Liquidity Reserve Loan is reduced to zero;
- (dd) *thirtieth*, if a RSF Reserve Funding Failure has occurred which has not been remedied prior to such Payment Date, to pay to the Replacement Servicer Fee Reserve Account the amount necessary to cause the balance of such account to be at least equal to the Replacement Servicer Fee Reserve Required Amount;
- (ee) *thirty-first*, to pay the Final Success Fee to Santander Consumer Leasing GmbH.

**Pre-Enforcement  
Principal Priority of  
Payments**

On each Payment Date, prior to the occurrence of an Issuer Event of Default, the Pre-Enforcement Available Principal Amount as calculated as of the Cut-Off Date immediately preceding such Payment Date shall be applied in accordance with the following order of priorities (the "**Pre-Enforcement Principal Priority of Payments**"), in each case only to the extent payments of a higher priority have been made in full:

- (a) *first*, any Principal Addition Amounts to be applied to meet any Senior Expenses Deficit;
- (b) *second*, during the Replenishment Period, to pay the Purchase Price payable in accordance with the Lease Receivables Purchase Agreement for any Additional Lease Receivables purchased on such Payment Date, but only up to the Replenishment Available Amount;
- (c) *third*, during the Replenishment Period, to credit the Purchase Shortfall Account with the Purchase Shortfall Amount occurring on such Payment Date;

**before the occurrence of a Sequential Payment Trigger Event:**

- (d) *fourth*, to pay *pari passu* and on a *pro rata* basis:

- (i) any Class A Notes Principal due and payable (*pro rata* on each Class A Note);
- (ii) any Class B Notes Principal due and payable (*pro rata* on each Class B Note);
- (iii) any Class C Notes Principal due and payable (*pro rata* on each Class C Note);
- (iv) any Class D Notes Principal due and payable (*pro rata* on each Class D Note);
- (v) any Class E Notes Principal due and payable (*pro rata* on each Class E Note);

**on or after the occurrence of a Sequential Payment Trigger Event:**

- (d) *fourth*, to pay any Class A Notes Principal due and payable (*pro rata* on each Class A Note);
- (e) *fifth*, on the Regulatory Change Event Redemption Date, to pay any Class B Notes Principal, Class C Notes Principal, Class D Notes Principal, Class E Notes Principal and Class F Notes Principal such that the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are redeemed in full, and, to the extent excess funds are available, the Issuer shall apply such excess funds towards the Pre-Enforcement Available Interest Amount;
- (f) *sixth*, prior to a Regulatory Change Event Redemption Date and only after the Class A Notes have been redeemed in full, to pay any Class B Notes Principal due and payable (*pro rata* on each Class B Note);
- (g) *seventh*, prior to a Regulatory Change Event Redemption Date and only after the Class B Notes have been redeemed in full, to pay any Class C Notes Principal due and payable (*pro rata* on each Class C Note);
- (h) *eighth*, prior to a Regulatory Change Event Redemption Date and only after the Class C Notes have been redeemed in full, to pay any Class D Notes Principal due and payable (*pro rata* on each Class D Note);
- (i) *ninth*, prior to a Regulatory Change Event Redemption Date and only after the Class D Notes have been redeemed in full, to pay any Class E Notes Principal due and payable (*pro rata* on each Class E Note);
- (j) *tenth*, prior to a Regulatory Change Event Redemption Date and only after the Class E Notes have been redeemed in full, to pay any Class F Notes Principal due and payable (*pro rata* on each Class F Note);
- (k) *eleventh*, on any Payment Date on or following a Regulatory Change Event Redemption Date any due and payable principal amounts under the Mezzanine Loan until the Mezzanine Loan is reduced to zero;
- (m) *twelfth*, to apply any remaining amount in accordance with the Pre-Enforcement Interest Priority of Payments on such Payment Date.

**Sequential Payment  
Trigger Event**

Shall mean an event which shall occur on the earlier of:

- (a) the Payment Date on which the Cumulative Net Loss Ratio is greater than the Cumulative Net Loss Trigger; or
- (b) the Payment Date on which the Principal Deficiency Ledger has a debit balance in an amount equal to or higher than EUR [●] (for the avoidance of doubt, after the application of the Pre-Enforcement Interest Priority of Payments); or
- (c) the Payment Date on which the Aggregate Outstanding Discounted Receivables Balance is lower than 10 per cent. of the Aggregate Outstanding Discounted Receivables Balance of the Purchased Lease Receivables on the first Cut-Off Date; or
- (d) the Tax Call Redemption Date; or
- (e) the Regulatory Change Event Redemption Date; or
- (f) the Payment Date following a Termination Event or a Servicer Termination Event.

**Issuer Event of Default**

An "**Issuer Event of Default**" shall occur when:

- (a) the Issuer becomes insolvent or the insolvency is imminent or the Issuer is in a situation of illiquidity (*cessation de paiements*) and absence of access to credit (*ébranlement de crédit*) within the meaning of Article 437 of the Luxembourg commercial code or the Issuer initiates or consents or otherwise becomes subject to liquidation, examinership, insolvency, reorganisation or similar proceedings under any applicable law, which affect or prejudice the performance of its obligations under the Notes or the other Transaction Documents, and are not, in the opinion of the Transaction Security Trustee, being disputed in good faith with a reasonable prospect of discontinuing or discharging the same, or such proceedings are not instituted for lack of assets;
- (b) the Issuer defaults in the payment of any interest due and payable in respect of the Most Senior Class of Notes and such default continues for a period of at least five (5) Business Days;
- (c) a distress, execution, attachment or other legal process is levied or enforced upon or sued out against all or any substantial part of the assets of the Issuer and is not discharged or does not otherwise cease to apply within thirty (30) calendar days of being levied, enforced or sued out or legal proceedings are commenced for any of the aforesaid, or the Issuer makes a conveyance or assignment for the benefit of its creditors generally; or
- (d) the Transaction Security Trustee ceases to have a valid and enforceable security interest in any of the Note Collateral or any other security interest created under any Transaction Security Document.

Upon the occurrence of an Issuer Event of Default, the Note Principal Amount of each Note shall become due and payable in accordance with the Post-Enforcement Priority of Payments.

**Post-Enforcement  
Available Distribution  
Amount**

Means, with respect to any Payment Date following the occurrence of an Issuer Event of Default, an amount equal to the sum of:

- (a) the Pre-Enforcement Available Interest Amount,
- (b) the Pre-Enforcement Available Principal Amount,
- (c) the enforcement proceeds credited on the Transaction Account (to the extent not included in (a) or (b), but, for the avoidance of doubt, the amounts standing to the credit of the Replacement Servicer Fee Reserve Account in excess of the Required Replacement Servicer Fee Reserve Amount will be released directly to the RSF Reserve Depositor outside the Post-Enforcement Priority of Payments); ,
- (d) any other credit balance credited on the Transaction Account (to the extent not included in (a) or (b) or (c)).

**Post-Enforcement  
Priority of Payments**

After the occurrence of an Issuer Event of Default, the Post Enforcement Available Distribution Amount will be applied on each Payment Date in accordance with the following priority of payments (in sequential order and only to the extent that the more senior ranking items have been paid):

- (a) *first*, to pay any obligation of the Issuer with respect to tax under any applicable law (if any);
- (b) *second*, to pay any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due and payable in the ordinary course of business), expenses and other amounts due and payable to the Transaction Security Trustee under the Transaction Documents;
- (c) *third*, to pay *pari passu* with each other on a *pro rata* basis any Administrative Expenses;
- (d) *fourth*, solely to the extent that the funds standing to the credit of the Replacement Servicer Fee Reserve Account are insufficient to pay any Replacement Servicer Costs which are due and payable on such date, to pay such amounts to the Replacement Servicer;
- (e) *fifth*, to pay any amount due and payable to the Interest Rate Swap Counterparty under the Swap Agreement, other than any termination payment (as determined *pursuant* to the Swap Agreement) due and payable to the Interest Rate Swap Counterparty if an event of default has occurred under the Swap Agreement with respect to the Interest Rate Swap Counterparty;
- (f) *sixth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class A Notes;
- (g) *seventh*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;
- (h) *eighth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class B Notes;
- (i) *ninth*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class B Notes until the Aggregate Outstanding Note Principal Amount of the Class B Notes is reduced to zero;
- (j) *tenth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class C Notes;

- (k) *eleventh*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class C Notes until the Aggregate Outstanding Note Principal Amount of the Class C Notes is reduced to zero;
- (l) *twelfth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class D Notes;
- (m) *thirteenth*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class D Notes until the Aggregate Outstanding Note Principal Amount of the Class D Notes is reduced to zero;
- (n) *fourteenth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class E Notes;
- (o) *fifteenth*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class E Notes until the Aggregate Outstanding Note Principal Amount of the Class E Notes is reduced to zero;
- (p) *sixteenth*, to pay *pari passu* with each other on a *pro rata* basis any aggregate Interest Amount due and payable on the Class F Notes;
- (q) *seventeenth*, to pay *pari passu* with each other on a *pro rata* basis the redemption of the Class F Notes until the Aggregate Outstanding Note Principal Amount of the Class F Notes is reduced to zero;
- (r) *eighteenth*, to pay on a Payment Date on or following a Regulatory Change Event Redemption Date, any due and payable interest amounts on the Mezzanine Loan;
- (s) *nineteenth*, to pay on a Payment Date on or following a Regulatory Change Event Redemption Date, any due and payable principal amounts under the Mezzanine Loan until the Mezzanine Loan is reduced to zero;
- (u) *twentieth*, to pay any Swap Termination Payments due under the Swap other than those made under item *fifth*;
- (v) *twenty-first*, to pay any due and payable interest amounts on the Liquidity Reserve Loan;
- (w) *twenty-second*, to pay any due and payable principal amounts under the Liquidity Reserve Loan until the Liquidity Reserve Loan is reduced to zero;
- (x) *twenty-third*, if a RSF Reserve Funding Failure has occurred which has not been remedied prior to such Payment Date, to pay to the Replacement Servicer Fee Reserve Account the amount necessary to cause the balance of such account to be at least equal to the Replacement Servicer Fee Reserve Required Amount; and
- (x) *twenty-fourth*, to pay the Final Success Fee to Santander Consumer Leasing GmbH,

provided that any payment to be made by the Issuer under items *first* to *fourth* (inclusive) with respect to taxes shall be made on the Business Day on which such payment is then due and payable using the Post-Enforcement Available Distribution Amount or (in the case of any taxes under item 4) amounts standing to Replacement Servicer Fee Reserve Account.

## Ratings

The Class A Notes are expected on issue to be assigned a long-term rating of AAA(sf) by DBRS and Aaa(sf) by Moody's. The Class B Notes are expected on issue to be assigned a long-term rating of [AA](sf) by DBRS and [Aa3](sf) by Moody's. The Class

C Notes are expected on issue to be assigned a long-term rating of [A(high)](sf) by DBRS and [A2](sf) by Moody's. The Class D Notes are expected on issue to be assigned a long-term rating of [BBB(high)](sf) by DBRS and [Baa2](sf) by Moody's. The Class E Notes are expected on issue to be assigned a long-term rating of [BBB(low)](sf) by DBRS and [Ba2](sf) by Moody's. The Class F Notes are expected on issue to be assigned a long-term rating of [BB(low)](sf) by DBRS and [B2](sf) by Moody's.

In accordance with UK CRA Regulation, the credit ratings assigned to the Notes by DBRS and Moody's will be endorsed by DBRS Ratings Limited and Moody's Investors Service Limited, as applicable, being rating agencies which are registered with the Financial Conduct Authority.

**Approval, Listing and Admission to trading**

Application has been made to the Commission de Surveillance du Secteur Financier, as competent authority under the Prospectus Regulation, for the prospectus to be approved for the purposes of the Prospectus Regulation. Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. The direct cost of the admission of the Notes to be admitted to trading in the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange amounts to approximately EUR [●].

**Clearing**

Euroclear of 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Luxembourg of 42 Avenue J.F. Kennedy, L-1855 Luxembourg (together, "**Clearing Systems**", "**International Central Securities Depositories**" or "**ICSDs**").

**Governing Law**

The Notes will be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. For the avoidance of doubt, Articles 470-3 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, shall not apply.

**Transaction Documents**

The Lease Receivables Purchase Agreement, the Servicing Agreement, the Transaction Security Agreement, the Incorporated Terms Memorandum, the Corporate Administration Agreement, the Accounts Agreement, the Data Trust Agreement, the Notes, the Agency Agreement, the Subscription Agreement, the Seller Loan Agreement, the Swap Agreement, the English Security Deed and any further agreement relating thereto or the transactions contemplated therein and any amendment agreement or termination agreement to those agreements. See "**OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS**" (page 152 et seq.).



## VERIFICATION BY SVI

SVI has been authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as third party pursuant to Article 28 of the Securitisation Regulation.

The verification label "**verified – STS VERIFICATION INTERNATIONAL**" has been officially registered as a trade mark and is licensed to an issuer of securities if the securities meet the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 26e of the Securitisation Regulation.

The verification label is issued on the basis of SVI's verification process, which is explained in detail on the SVI website ([www.sts-verification-international.com](http://www.sts-verification-international.com)). The verification process is based on the SVI verification manual. It describes the verification process and the individual inspections in detail. The verification manual is authoritative for all parties involved in the verification process and its application ensures an objective and uniform verification of transactions to be verified.

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

See also "**Reliance on Verification "VERIFIED BY SVI" by STS Verification International GmbH**".

## THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS

### EU Risk Retention Requirements

The Seller will retain for the life of the Transaction a material net economic interest of not less than 5 per cent. in the Transaction as required by paragraph (c) of Article 6(3) of the Securitisation Regulation, provided that the level of retention may reduce over time in compliance with Article 10(2) of Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation. On the Closing Date, such interest will, in accordance with paragraph (c) of Article 6(3) of the Securitisation Regulation, be comprised as follows: The Seller will retain, in its capacity as originator within the meaning of the Securitisation Regulation, on an ongoing basis for the life of the transaction, such net economic interest through an interest in randomly selected exposures. The Seller undertakes not to sell such material net economic interest (within the meaning of the Securitisation Regulation) or make it subject to any credit risk mitigation, short position or any other hedge except to the extent permitted under or pursuant to the Securitisation Regulation (which does not take into account any implementing rules of the Securitisation Regulation in a relevant jurisdiction) or any applicable regulatory technical standards. The Seller did not select receivables to be transferred to the Issuer with the aim of rendering losses on the transferred receivables, measured over the life of the Transaction, higher than the losses over the same period on comparable assets held on the balance sheet of the Seller. The Seller in its capacity as servicer will service all of the retained exposures, the securitised exposures and comparable exposures held on its balance sheet in accordance with its Credit and Collection Policy.

Any failure by the Seller to fulfil the obligations under Article 6 of the Securitisation Regulation may cause this Transaction to be non-compliant with the Securitisation Regulation.

None of the Issuer, the Joint Lead Managers, the Arrangers or the Seller makes any representation that the measures taken by the Seller aiming for compliance with the risk retention requirements under Article 6 of the Securitisation Regulation (and/or any implementing rules) are or will be actually sufficient for such purposes.

### EU Transparency Requirements

Pursuant to Article 7(1) of the Securitisation Regulation, the "**originator**", "**sponsor**" and "**securitisation special purpose entity**" of a "**securitisation**" (each as defined in the Securitisation Regulation) shall make available to the Noteholders, to the competent authorities referred to in Article 29 of the Securitisation Regulation and, upon request, to potential investors certain information in relation to a securitisation transaction. Pursuant to Article 7 (2) of the Securitisation Regulation, the originator, sponsor and securitisation special purpose entity of a securitisation (each as defined in the Securitisation Regulation) shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of Article 7 of the Securitisation Regulation.

#### ***Designation***

For the purposes of Article 7(2) of the Securitisation Regulation, the Issuer has been designated as the entity responsible for compliance with the Securitisation Regulation Disclosure Requirements and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf by the Servicer.

#### ***Reporting under the Securitisation Regulation***

The Issuer (or the Servicer on its behalf) will make the information required under the Securitisation Regulation Disclosure Requirements available to the Repository.

Under the Lease Receivables Purchase Agreement and the Servicing Agreement, the Servicer agreed to commit the information required pursuant to Article 7(2) of the Securitisation Regulation for the Issuer. In particular, after the Closing Date, the Servicer will prepare monthly investor reports wherein relevant information with regard to the Purchased Lease Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller for the purposes of which the Seller will provide the Issuer with all information required in accordance with Article 7 of the Securitisation Regulation (based on the template prescribed by Commission Implementing Regulation (EU) 2020/1225 of

29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE). The Issuer shall be entitled to decide in its own reasonable discretion in coordination with the Servicer whether it will produce two investor reports for the relevant monthly period, i.e. an investor report substantially in the form and with the contents set out in schedule 1, part B (*Sample Investor Report*) of the Servicing Agreement and an investor report containing the information required pursuant to the Securitisation Regulation Disclosure Requirements, or only an investor report containing the information required pursuant to the Securitisation Regulation Disclosure Requirements. The Issuer (or the Servicer on the Issuer's behalf) shall be entitled to amend the monthly investor report in every respect to comply with the Securitisation Regulation Disclosure Requirements. For the avoidance of doubt, the Issuer (or the Servicer on the Issuer's behalf) shall even be entitled to replace the monthly investor report in full to comply with the Securitisation Regulation Disclosure Requirements. The Servicer will also provide, upon request by the Issuer, such further information as requested by the Noteholders for the purposes of compliance of such Noteholder with the requirements under the Securitisation Regulation and the implementation into the relevant national law, subject to applicable law and availability.

In order to comply with the transparency requirements provided for by Article 7 and Article 22 of the Securitisation Regulation, the Servicer on behalf of the Issuer:

- (a) has made available via the Repository to any potential investor in the Notes before pricing of the Notes data on historical default performance relating to five years period starting in Q4 2018 and ending in Q3 2023 in respect of lease receivables substantially similar to the Lease Receivables;
- (b) has made available to any potential investor in the Notes before pricing of the Notes an accurate liability cash flow model representing precisely the contractual relationship between the Lease Receivables and the payments flowing between the Seller, the Noteholders, the Issuer and any other party to the Transaction which contained an amount of information sufficient to allow such potential investor to price the Notes;
- (c) has made available via the Repository to any potential investor in the Notes before pricing of the Notes information on the underlying exposures;
- (d) has made available via the Repository to any potential investor in the Notes before pricing of the Notes the Transaction Documents (other than the Subscription Agreement) and this Prospectus in a draft form;
- (e) has made available via the Repository to any potential investor in the Notes before pricing of the Notes a draft of the STS notification referred to in Article 27 of the Securitisation Regulation; and
- (f) will make available via the Repository in final versions of this Prospectus, the Transaction Documents (other than the Subscription Agreement) and the STS notification referred to in Article 27 of the Securitisation Regulation within 15 days from the Closing Date.

Any failure by the Issuer or the Servicer to fulfil the obligations under the Securitisation Regulation Disclosure Requirements may cause this Transaction to be non-compliant with the Securitisation Regulation.

None of the Issuer, Santander Consumer Leasing GmbH (in its capacity as Seller and Servicer), the Joint Lead Managers, the Arrangers, any other Transaction Party, their respective Affiliates nor any other person makes any representation, warranty or guarantee that the information provided by any party (other than such party itself) with respect to the transactions described in the Prospectus are compliant with the requirements of the Securitisation Regulation and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated by the Prospectus to satisfy or otherwise comply with the requirements of the Securitisation Regulation.

As outlined under section "*Investor compliance with due diligence requirements under the UK Securitisation Regulation*" the Issuer in its capacity as designated reporting entity under Article 7 of the Securitisation Regulation will make use of the standardised templates developed by ESMA in respect of the Securitisation Regulation Disclosure Requirements for the purposes of this Transaction and will not make use of the

standardised templates adopted by the FCA. However, provided that in the event that the information made available to investors by the reporting entity in accordance with Securitisation Regulation Disclosure Requirements is no longer considered by the relevant UK regulators to be sufficient in assisting UK institutional investors in complying with the UK due diligence requirements pursuant to Article 5 of the UK Securitisation Regulation, the Issuer agrees that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK institutional investors in complying with the UK due diligence requirements pursuant to Article 5 of the UK Securitisation Regulation.

### **EU Due Diligence Requirements**

Prospective investors and Noteholders should be aware of Article 5 of the Securitisation Regulation which, among others, requires institutional investors (as defined in the Securitisation Regulation) prior to holding a securitisation position to verify that the originator, sponsor or original lender (each as defined in the Securitisation Regulation) retains on an ongoing basis a material net economic interest in accordance with Article 6 of the Securitisation Regulation and the risk retention is disclosed to the institutional investor in accordance with Article 7 of the Securitisation Regulation.

Each prospective investor and Noteholder is, required to independently assess and determine the sufficiency of the information described in the preceding paragraphs for the purposes of complying with Article 5 *et seqq.* of the Securitisation Regulation, and none of the Issuer, Seller, the Joint Lead Managers, the Arrangers or any other Transaction Party gives any representation or assurance that such information is sufficient for such purposes. In addition, if and to the extent the Securitisation Regulation or any similar requirements are relevant to any prospective investor and Noteholder, such investor and Noteholder should ensure that it complies with the Securitisation Regulation or such other applicable requirements (as relevant). Prospective investors who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

### **COMPLIANCE WITH STS REQUIREMENTS**

The Originator will make available to the investors the STS Notification in accordance with the Securitisation Regulation Disclosure Requirements.

The compliance of this Transaction with the requirements for simple, transparent and standardised non-ABCP securitisations provided for by Articles 19 to 22 of the Securitisation Regulation (the "**STS Requirements**") will be verified on or before the Closing Date by STS Verification International GmbH, in its capacity as third party authorised pursuant to Article 28 of the Securitisation Regulation. No assurance can be provided that the Transaction described in this Prospectus does or continues to qualify as an STS-securitisation under the Securitisation Regulation at any point in time in the future. Prospective investors should verify the current status of the securitisation transaction described in this Prospectus on the European Securities and Markets Authority's website.

The Seller will notify the European Securities and Markets Authority that the Securitisation meets the STS Requirements in accordance with Article 27 of the Securitisation Regulation and such notification will be available under [https://registers.esma.europa.eu/publication/searchRegister?core=esma\\_registers\\_stsre](https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre).

**Compliance with the STS Requirements is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under Directive 2014/65/EU on markets in financial instruments (as amended, restated or supplemented) ("MiFID II") and it is not a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC), as amended from time to time.**

## CREDIT STRUCTURE

### Lease Interest Rates

The Lease Receivables which will be purchased by the Issuer include annuity leases under which instalments are calculated on the basis of equal monthly periods during the life of each lease. Each instalment is comprised of a portion allocable to interest (based on the Discount Rate) and a portion allocable to principal under such lease. In general, the interest portion of each instalment under annuity leases decreases in proportion to the principal portion over the life of such lease whereas towards maturity of such lease a greater part of each monthly instalment is allocated to principal.

### Cash Collection Arrangements

Payments by the Lessees under the Purchased Lease Receivables are due on a monthly basis, generally on the first (1<sup>st</sup>) or fifteenth (15<sup>th</sup>) calendar day, interest being payable in arrears. Prior to a Servicer Termination Event, all Collections will be paid by the Servicer to the Transaction Account maintained by the Issuer with the Account Bank on the Payment Date immediately following each Collection Period unless the Issuer applies part or all of the Collections and amounts standing to the credit of the Purchase Shortfall Account (if any) to the replenishment of the Portfolio (including by way of set-off, where relevant) in accordance with the Pre- Enforcement Priority of Payments and the other terms of the Lease Receivables Purchase Agreement. See "**OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS**" - "**Servicing Agreement**" and "**Lease Receivables Purchase Agreement**" and "**THE ACCOUNTS AND THE ACCOUNTS AGREEMENT**".

The Servicer will identify all amounts to be paid into the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Swap-Collateral Account, the Replacement Servicer Fee Reserve Account or the Purchase Shortfall Account by crediting such amounts to the respective account and ledgers established for such purpose.

If at any time (i) the Account Bank Required Rating is not met, or (ii) the Account Bank is no longer rated by any of the Rating Agencies, the Issuer will be required, in the case of limb (a) of the definition of Account Bank Event within sixty (60) calendar days, in the case of limb (b) of the definition of Account Bank Event within thirty (30) calendar days after such event as described in limb (a) or (b) of the definition of Account Bank Event, as the case may be, to transfer any amounts credited to any Account, at no cost to the Issuer, to an alternative bank with at least the Account Bank Required Rating.

### Available Distribution Amount

The Available Distribution Amount is defined in Appendix 1 to the Terms and Conditions. See "**SCHEDULE 1 DEFINITIONS — Available Distribution Amount**" and comprises the Pre-Enforcement Available Interest Amount and the Pre-Enforcement Available Principal Amount and/or the Post-Enforcement Available Distribution Amount, as the case may be. Each of the Pre-Enforcement Available Interest Amount and the Pre-Enforcement Available Principal Amount will be calculated as at each Cut-Off Date with respect to the Collection Period ending on such Cut-Off Date for the purpose of determining, *inter alia*, the amounts to be applied under the relevant Pre-Enforcement Priorities of Payments on the immediately following Payment Date. The Post-Enforcement Available Distribution Amount will be calculated with respect to the Cut-Off Date on any Payment Date following the occurrence of an Issuer Event of Default.

The amounts to be applied under the relevant Pre-Enforcement Priorities of Payments will vary during the life of the Transaction as a result of possible variations in the amount of Collections and certain costs and expenses of the Issuer. The amount of Collections received by the Issuer under the Lease Receivables Purchase Agreement will vary during the life of the Transaction as a result of the level of delinquencies, defaults, repayments and prepayments in respect of the Purchased Lease Receivables.

### Pre-Enforcement Priority of Payments

The Pre-Enforcement Available Interest Amount will, pursuant to the Terms and Conditions and the Lease Receivables Purchase Agreement, be applied on each Payment Date in accordance with the Pre-

Enforcement Interest Priority of Payments. The Pre-Enforcement Available Principal Amount will, pursuant to the Terms and Conditions and the Lease Receivables Purchase Agreement, be applied on each Payment Date in accordance with the relevant Pre-Enforcement Principal Priority of Payments. The amount of interest and principal payable under the Notes on each Payment Date will depend notably on the amount of the respective Collections received by the Issuer during the Collection Period immediately preceding such Payment Date and certain costs and expenses of the Issuer. Other than in accordance with items [thirteenth] to [eighteenth] of the Pre-Enforcement Interest Priority of Payments, Interest Collections will not be used to cover principal deficiencies. Pursuant to items [thirteenth] to [eighteenth] of the Pre-Enforcement Interest Priority of Payments, the relevant Principal Deficiency Sub-Ledgers will be credited in full sequential order, in each case up to an amount which has been recorded as a debit on the relevant Principal Deficiency Sub-Ledger on the Calculation Date prior to the relevant Payment Date and which has not previously been cured, i.e. (i) first the Class A Principal Deficiency Sub-Ledger until reduced to zero, (ii) second, the Class B Principal Deficiency Sub-Ledger until reduced to zero, (iii) third, the Class C Principal Deficiency Sub-Ledger until reduced to zero, (iv) fourth, the Class D Principal Deficiency Sub-Ledger until reduced to zero, (v) fifth, the Class E Principal Deficiency Sub-Ledger until reduced to zero and (vi) sixth, the Class F Principal Deficiency Sub-Ledger until reduced to zero; see also "**TERMS AND CONDITIONS OF THE NOTES - Replenishment and Redemption - Pre-Enforcement Principal Priority of Payments**" and "**TERMS AND CONDITIONS OF THE NOTES - Payments of Interest - Pre-Enforcement Interest Priority of Payments**".

#### **Residual Payment to the Seller**

On each Payment Date prior to the occurrence of an Issuer Event of Default, the positive difference (if any) between the Pre-Enforcement Available Interest Amount and the sum of all amounts payable or to be applied (as the case may be) by the Issuer under items *first* to [thirtieth] (inclusive) of the Pre-Enforcement Interest Priority of Payments with respect to the Cut-Off Date immediately preceding such Payment Date shall be disbursed to the Seller as residual payment in accordance with and subject to the Pre-Enforcement Interest Priority of Payments. Upon the occurrence of an Issuer Event of Default, the positive difference (if any) between the Post-Enforcement Available Distribution Amount and the sum of all amounts payable or to be applied (as the case may be) by the Issuer under items *first* to [twenty-third] (inclusive) of the Post-Enforcement Priority of Payments with respect to the Cut-Off Date immediately preceding any Payment Date shall be disbursed to the Seller as residual payment in accordance with and subject to the Post-Enforcement Priority of Payments.

#### **Post-Enforcement Priority of Payments**

Upon the occurrence of an Issuer Event of Default prior to the full discharge of all Transaction Secured Obligations, any amounts payable by the Issuer will be paid in accordance with the Post-Enforcement Priority of Payments set out in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement.

#### **Liquidity Reserve**

On or before the Closing Date, the Issuer will establish an account with the Account Bank (the "**Liquidity Reserve Account**") which shall be credited, on the Closing Date, with an amount equal to the Required Liquidity Reserve Amount. The initial endowment into the Liquidity Reserve Account by the Issuer will be made on the Closing Date from the proceeds of the Liquidity Reserve Loan granted by the Seller to the Issuer under the Seller Loan Agreement, in an amount equal to the Required Liquidity Reserve Amount.

On each Payment Date prior to the occurrence of an Issuer Event of Default to the extent the amount standing to the credit of the Liquidity Reserve Account falls below the Required Liquidity Reserve Amount and subject to the availability of funds for such purpose, the Issuer will apply an amount equal to the Required Liquidity Reserve Amount less the amount standing to the credit of the Liquidity Reserve Account from the Pre-Enforcement Available Interest Amount towards replenishment of the Liquidity Reserve Account up to the Required Liquidity Reserve Amount in accordance with the Pre-Enforcement Interest Priority of Payments.

A "**Required Liquidity Reserve Amount**" shall mean,

- (a) on the Closing Date EUR [●]; and

- (b) on each Payment Date falling after the Closing Date but prior to the occurrence of an event listed in paragraph (c) below, the higher of (i) EUR [●] and (ii) [1.25]% multiplied by the Aggregate Outstanding Note Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the previous Payment Date; and
- (c) zero, on the Payment Date following the earliest of:
  - (i) such Payment Date being a Clean-Up Call Redemption Date; or
  - (ii) such Payment Date being a Tax Call Redemption Date; or
  - (iii) the Aggregate Outstanding Discounted Receivables Balance as of the Cut-Off Date preceding such Payment Date being reduced to zero; or
  - (iv) such Payment Date being the Legal Maturity Date.

"**Required Liquidity Reserve Amount (Part 1)**" shall mean:

- (a) on the Closing Date EUR [●]; and
- (b) on each Payment Date falling after the Closing Date but prior to the occurrence of an event listed in paragraph (c) below, the higher of (i) EUR [●] and (ii) [0.85]% multiplied by the Aggregate Outstanding Note Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the previous Payment Date; and
- (c) zero, on the Payment Date following the earliest of:
  - (i) such Payment Date being a Clean-Up Call Redemption Date; or
  - (ii) such Payment Date being a Tax Call Redemption Date; or
  - (iii) the Aggregate Outstanding Discounted Receivables Balance as of the Cut-Off Date preceding such Payment Date being reduced to zero; or
  - (iv) such Payment Date being the Legal Maturity Date;

"**Required Liquidity Reserve Amount (Part 2)**" shall mean on each Payment Date falling after the Closing Date the difference of:

- (a) the Required Liquidity Reserve Amount on such Payment Date; and
- (b) the amount equal to the Required Liquidity Reserve Amount (Part 1) paid under item [twelfth] of the Pre-Enforcement Interest Priority of Payments on such Payment Date;

### **Commingling Reserve**

Only following the occurrence of a Commingling Reserve Trigger Event, the Notes will have the benefit of a commingling reserve which will provide limited protection against the commingling risk in respect of the Seller acting as the Servicer. If, at any time as long as the Seller is the Servicer, a Commingling Reserve Trigger Event occurs, the Seller will be required, within sixty (60) calendar days, to transfer the Commingling Reserve Required Amount to an account of the Issuer held with the Account Bank ("**Commingling Reserve Account**"). If the balance credited to the Commingling Reserve Account as of any Cut-Off Date following the occurrence of a Commingling Reserve Trigger Event is less than the Commingling Reserve Required Amount as calculated as of such Cut-Off Date, and provided that the Seller is the Servicer, the Servicer (in its capacity as Seller) shall, within sixty (60) calendar days, transfer an amount equal to such shortfall as determined as of such Cut-Off Date to the Commingling Reserve Account.

On any Payment Date following the occurrence of a Commingling Reserve Trigger Event, the Issuer shall pay to the Seller the Commingling Reserve Excess Amount.

A "**Commingling Reserve Trigger Event**" shall have occurred if, at any time, (i) the Immediate Parent ceases to have the Parent Required Rating or (ii) the Immediate Parent ceases to own, directly or indirectly, at least [50] per cent. of the share capital of the Seller, unless, in each case of (i) and (ii), the Seller has at least the Parent Required Rating.

A "**Commingling Reserve Required Amount**" shall mean,

- (a) if on any Payment Date a Commingling Reserve Trigger Event has occurred and is continuing, an amount equal to the sum of:
  - (i) the amount of the Scheduled Collections for the Collection Period immediately following the Cut-Off Date immediately preceding the relevant Payment Date multiplied by [●]; plus
  - (ii) [●] per cent. of the Aggregate Outstanding Discounted Receivables Balance as of the relevant Cut-Off Date immediately preceding the relevant Payment Date; or
- (b) otherwise, zero.

"**Commingling Reserve Excess Amount**" shall mean, as of any Payment Date, the excess of the amounts standing to the credit of the Commingling Reserve Account over the Commingling Reserve Required Amount, on the Cut-Off Date immediately preceding such Payment Date, taking into account a drawing (if any) in accordance with the relevant Pre-Enforcement Priority of Payments to be made on such Payment Date.

A "**Parent Required Rating**" shall mean, with respect to any entity, that:

- (a) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least Baa2 (or its replacement) by Moody's; and
- (b) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least [BBB] (or its replacement) by DBRS or, where such entity is not rated by DBRS, a DBRS Equivalent Rating of at least BBB,

and, in each case, any such rating has not been withdrawn.

A "**Scheduled Collection**" shall mean each relevant Scheduled Interest Collection and Scheduled Principal Collection.

"**Scheduled Interest Collections**" shall mean, with respect to any Collection Period, the amount of any Interest Collections scheduled to be received by the Servicer with respect to such Collection Period as reported by the Servicer for such Collection Period.

"**Scheduled Principal Collections**" shall mean, with respect to any Collection Period, the amount of any Principal Collections scheduled to be received by the Servicer with respect to such Collection Period as reported by the Servicer for such Collection Period.

#### **Replacement Servicer Fee Reserve**

Only following the occurrence of a RSF Reserve Fund Trigger Event, the Notes will have the benefit of a replacement servicer fee reserve which will provide limited protection against the risk of an increase of the servicer fee upon termination of the Servicer's appointment. If a RSF Reserve Fund Trigger Event occurs, the RSF Reserve Depositor shall calculate the Required Replacement Servicer Fee Reserve Amount and transfer the Required Replacement Servicer Fee Reserve Amount to the Replacement Servicer Fee Reserve Account on the RSF Reserve Initial Funding Date. Upon notification by the Issuer that a RSF Reserve Shortfall Amount exists, the RSF Reserve Depositor shall, within sixty (60) calendar days, transfer an amount equal to such RSF Reserve Shortfall Amount to the Replacement Servicer Fee Reserve Account.

On each Payment Date after the RSF Reserve Initial Funding Date, if the balance standing to the credit of the Replacement Servicer Fee Reserve Account exceeds the Required Replacement Servicer Fee Reserve Amount (prior to the delivery by the Transaction Security Trustee of a notice of the occurrence of an Issuer



Event of Default), the Issuer or (following the delivery by the Transaction Security Trustee of a notice of Enforcement) the Transaction Security Trustee shall procure that the Cash Administrator returns any excess RSF Reserve Deposit Amount in the Replacement Servicer Fee Account directly to the RSF Reserve Depositor outside the applicable Priority of Payments.

On the date on which the Issuer has no further interest in any Purchased Lease Receivable and the Replacement Servicer and the Transaction Security Trustee are notified by the Issuer that such is the case (prior to the delivery by the Transaction Security Trustee of a notice of the occurrence of an Issuer Event of Default), the Issuer or (following the delivery by the Transaction Security Trustee of a notice of the occurrence of an Issuer Event of Default) the Transaction Security Trustee will procure that the Cash Administrator returns any remaining RSF Reserve Deposit Amount in the Replacement Servicer Fee Reserve Account directly to the RSF Reserve Depositor outside the applicable Priority of Payments.

If a Reserve Funding Failure occurs, the Purchaser shall procure that funds are applied at item [thirtieth] of the Pre-Enforcement Interest Priority of Payments or at item [twenty-third] of the Post-Enforcement Priority of Payments (as applicable) on the first Payment Date thereafter to credit to the Replacement Servicer Fee Reserve Account an amount equal to the lesser of (i) the funds available at such item of the applicable Priority of Payments and (ii) the amount necessary to cause the balance of the Replacement Servicer Fee Reserve Account to be at least equal to the Replacement Servicer Fee Reserve Required Amount applicable as of such date.

On each Payment Date after the RSF Reserve Initial Funding Date and the appointment of a Replacement Servicer in accordance with the Servicing Agreement, the Purchaser shall debit an amount equal to the Replacement Servicer Fee due for such date from the Replacement Servicer Fee Reserve Account and apply such amount to pay the Replacement Servicer Fee directly to the Replacement Servicer outside the applicable Priority of Payments.

If at any time after a Replacement Servicer has been appointed in accordance with the Servicing Agreement there are insufficient funds standing to the credit of the Replacement Servicer Fee Reserve Account to pay the fees and costs of the Replacement Servicer due and payable on any Payment Date, the Purchaser will procure that funds are applied at item [fourth] of the Pre-Enforcement Interest Priority of Payments or at item [fourth] of the Post-Enforcement Priority of Payments (as applicable) on the first Payment Date thereafter towards the payment of such fees and costs to the Replacement Servicer on such date.

**"Replacement Servicer"** means any substitute servicer appointed in accordance with clause 10 of the Servicing Agreement.

**"Replacement Servicer Fee"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement.

**"Required Replacement Servicer Fee Reserve Amount"** means, as of any date of determination:

- (a) prior to the occurrence of an RSF Reserve Fund Trigger Event, zero; and
- (b) following the occurrence of an RSF Reserve Fund Trigger Event, an amount equal to the product of (i) 1% and (ii) the remaining weighted average life of the Purchased Lease Receivables, assuming a 0.0% CPR and a 0.0% CDR, and (iii) the then current Aggregate Outstanding Discounted Receivables Balance of all Purchased Receivables which are not Defaulted Receivables.

**"RSF Reserve"** shall mean the replacement servicer fee reserve.

**"RSF Reserve Deposit Amount"** shall mean each of the initial amount required to deposit an amount equal to the Replacement Servicer Fee Reserve Required Amount on the Replacement Servicer Fee Reserve Account and an amount equal to a RSF Shortfall Amount.

**"RSF Reserve Depositor"** shall mean the Seller.

**"RSF Reserve Fund Trigger Event"** means any of the following occurrences:

- (a) the Immediate Parent ceases to have the Parent Required Rating; or
- (b) the Immediate Parent ceases to own, directly or indirectly, at least [50]% of the share capital of the Seller; or
- (c) a Servicer Termination Event occurs; or
- (d) the Servicer terminates the Servicing Agreement for good cause (*aus wichtigem Grund*),

unless, in the case of (a) and (b), the Seller has a rating of at least the Parent Required Rating.

**"RSF Reserve Funding Failure"** shall have the meaning given to such term in clause [9.3] of the Receivables Purchase Agreement.

**"RSF Reserve Initial Funding Date"** shall mean the date on which the RSF Reserve Depositor makes a deposit in an amount equal to the Required Replacement Servicer Fee Reserve Amount within sixty (60) days from the date on which an RSF Reserve Funding Trigger Event occurs.

**"RSF Reserve Shortfall Amount"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement.

#### **Interest Rate Swap**

The Issuer has entered into the Swap Agreement with the Interest Rate Swap Counterparty in order to hedge certain interest rate risks arising in connection with the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes .

#### **Return of Reserves**

On the Payment Date on which the Notes are repaid in full, the funds then standing to the credit of the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account and the Commingling Reserve Account (after application of the relevant Pre-Enforcement Priorities of Payments on such Payment Date) shall be returned to the Seller.

## TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes are set out below. Appendix 1 to the Terms and Conditions is set out under "**SCHEDULE 1 DEFINITIONS**". Appendix 2 to the Terms and Conditions is set out under "**THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT**". Each of Appendix 1 and Appendix 2 forms an integral part of these Terms and Conditions.

### 1. FORM AND DENOMINATION

(a) SC Germany S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having the status of an unregulated securitisation company (*société de titrisation*) subject to the Luxembourg law on securitisation undertakings dated 22 March 2004, as amended (the "**Securitisation Law**"), registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B247074 and having its registered office at 22-24, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, acting on behalf and for the account of its Compartment Leasing 2023-1 with its registered office at c/o Circumference FS Luxembourg S.A., 22-24 Boulevard Royal, L-2449 Luxembourg ("**Issuer**") issues the following classes of amortising asset-backed notes in bearer form (each, a "**Class**" and collectively, "**Notes**") pursuant to these terms and conditions ("**Terms and Conditions**"):

- (i) Class A Floating Rate Notes due on the Payment Date falling in [●] ("**Class A Notes**") which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.
- (ii) Class B Floating Rate Notes due on the Payment Date falling in [●] ("**Class B Notes**") which are issued in the aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.
- (iii) Class C Floating Rate Notes due on the Payment Date falling in [●] ("**Class C Notes**") which are issued in the aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.
- (iv) Class D Floating Rate Notes due on the Payment Date falling in [●] ("**Class D Notes**") which are issued in the aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.
- (v) Class E Floating Rate Notes due on the Payment Date falling in [●] ("**Class E Notes**") which are issued in the aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.
- (v) Class F Floating Rate Notes due on the Payment Date falling in [●] ("**Class F Notes**") which are issued in the aggregate principal amount of EUR [●] and divided into [●] Notes each having a principal amount of and minimum denomination of EUR 100,000.

The Notes will be issued on [●] December 2023 ("**Closing Date**"). The Class A Notes shall be issued in new global note form and the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes shall be issued in classical global note form. The holders of the Notes are referred to as "**Noteholders**".

(b) Each Class of Notes shall be initially represented by a temporary global bearer note ("**Temporary Global Note**") without interest coupons. The Temporary Global Notes shall

be exchangeable, as provided in paragraph (c) below, for the permanent global bearer notes which are recorded in the records of the ICSDs ("**Permanent Global Note**") without interest coupons representing each such Class. Definitive Notes and interest coupons shall not be issued. Each Permanent Global Note and each Temporary Global Note is also referred to herein as a "**Global Note**" and, together, as "**Global Notes**". Each Global Note representing the Class A Notes shall be deposited with an entity appointed as common safekeeper ("**Class A Notes Common Safekeeper**") by the ICSDs. Each Global Note representing the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes shall be deposited with an entity appointed as common depository ("**Common Depository**") by the Principal Paying Agent.

- (c) The Temporary Global Notes shall be exchanged for the Permanent Global Notes recorded in the records of the ICSD on a date ("**Exchange Date**") not earlier than forty (40) calendar days after the date of issue of the Temporary Global Notes upon delivery by the relevant participants to the ICSDs, as relevant, and by the ICSDs to the Principal Paying Agent (as defined below in subsection (h)), of certificates in the form which forms part of the Temporary Global Notes and are available from the Principal Paying Agent for such purpose, to the effect that the beneficial owner or owners of the Notes represented by the relevant Temporary Global Note is not a U.S. Person or are not U.S. Persons (as such term is defined in Regulation S of the under the United States Securities Act of 1933, as amended) other than certain financial institutions or certain persons holding through such financial institutions. Each Permanent Global Note delivered in exchange for the relevant Temporary Global Note shall be delivered only outside of the United States.

"**United States**" shall mean, for the purposes of this Condition 1(c), the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands). Any exchange of a Temporary Global Note pursuant to this Condition 1(c) shall be made free of charge to the Noteholders.

- (d) The Notes will bear a legend on their Global Notes to the following effect:

"Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code of 1986, as amended."

- (e) Payments of interest or principal on the Notes represented by a Temporary Global Note shall be made only after delivery by the relevant participants to the ICSDs, as relevant, and by an ICSD to the Principal Paying Agent of the certifications described in paragraph 1(c) above.
- (f) Each Global Note shall be manually signed by or on behalf of the Issuer and shall be authenticated by the Principal Paying Agent and, in respect of each Global Note representing the Class A Notes, effectuated by the Class A Notes Common Safekeeper.
- (g) The aggregate nominal amount of the Class A Notes represented by each Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. Absent errors, the records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Class A Notes) shall be conclusive evidence of the aggregate nominal amount of Notes represented by the relevant Global Note and, for these purposes, a statement issued by an ICSD stating the aggregate nominal amount of Class A Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Class A Notes represented by a Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation

(as the case may be) in respect of a Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate nominal amount of the Class A Notes recorded in the records of the ICSDs and represented by a Global Note shall be reduced by the aggregate nominal amount of the Class A Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

On an exchange of a portion only of the Class A Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

- (h) The provisions set out in Schedule 7 of the agency agreement ("**Agency Agreement**") between the Issuer, HSBC Bank plc as principal paying agent (or any successor or substitute appointed with such capacity, "**Principal Paying Agent**") and as interest determination agent (or any successor or substitute appointed with such capacity, "**Interest Determination Agent**"), HSBC Bank plc as cash administrator (or any successor or substitute appointed with such capacity, "**Cash Administrator**") and as calculation agent (or any successor or substitute appointed with such capacity, "**Calculation Agent**") and Circumference FS (Luxembourg) S.A. as Corporate Administrator dated [●] December 2023 which contain primarily the procedural provisions regarding resolutions of Noteholders shall hereby be fully incorporated into these Terms and Conditions. The Issuer shall specify, by means of a notification in accordance with Condition 13 (*Form of Notices*), at any time, but no later than upon publication of a convening notice for a Noteholders' meeting, a website for the purpose of publications under such procedural provisions. Such notification shall hereby be fully incorporated into these Terms and Conditions upon publication or delivery thereof in accordance with Condition 13 (*Form of Notices*).
- (i) Copies of the Global Notes are available to Noteholders free of charge at the main offices of the Issuer and of the Principal Paying Agent (as defined in Condition 9(a) (*Agents; Determinations Binding*)).
- (j) Certain terms not defined but used herein shall have the same meanings herein as in the Definitions Schedule attached as Appendix 1 or as in Appendix 2 to these Terms and Conditions ("**Appendix 1**" and "**Appendix 2**", respectively) each of which constitutes an integral part of these Terms and Conditions.
- (k) The Notes are subject to the provisions of a transaction security agreement ("**Transaction Security Agreement**") between the Issuer, the Principal Paying Agent, the Cash Administrator, the Calculation Agent, the Interest Determination Agent, the Arrangers, the Joint Lead Managers, the Data Trustee, the Account Bank, the Seller, the Servicer, the Interest Rate Swap Counterparty and the Transaction Security Trustee dated [●] December 2023. The main provisions of the Transaction Security Agreement are set out in Appendix 2 to these Terms and Conditions ("**Appendix 2**") which constitutes an integral part of these Terms and Conditions. Terms defined in the Transaction Security Agreement shall have the same meanings herein.

## 2. STATUS AND PRIORITY

- (a) The Notes of any Class constitute direct, secured and (subject to Condition 3.2 (*Limited Recourse*)) unconditional obligations of the Issuer.
- (b) The obligations of the Issuer under the Class A Notes rank *pari passu* amongst themselves without any preference among themselves in respect of the applicable Priority of Payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class A Notes rank senior to the Class B Notes and in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2). The obligations of the Issuer under the Class B Notes rank *pari passu* amongst themselves in respect of priority

of payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class B Notes rank in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2). The obligations of the Issuer under the Class C Notes rank *pari passu* amongst themselves in respect of priority of payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class C Notes rank in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2). The obligations of the Issuer under the Class D Notes rank *pari passu* amongst themselves in respect of priority of payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class D Notes rank in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2). The obligations of the Issuer under the Class E Notes rank *pari passu* amongst themselves in respect of priority of payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class E Notes rank in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2). The obligations of the Issuer under the Class F Notes rank *pari passu* amongst themselves in respect of priority of payments. With respect to the other obligations of the Issuer, the obligations of the Issuer under the Class F Notes rank in accordance with the applicable Priority of Payments as set out in Condition 7.2 (*Amortisation*), Condition 6.5 (*Pre-Enforcement Priority of Payments*) and clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement (see Appendix 2).

### 3. PROVISION OF SECURITY; LIMITED PAYMENT OBLIGATION; ISSUER EVENT OF DEFAULT

#### 3.1. Security

Pursuant to (i) the Transaction Security Agreement, the Issuer has assigned, transferred or pledged to the Transaction Security Trustee its rights and claims in all Purchased Lease Receivables and the Related Lease Collateral transferred by the Seller to it under the Lease Receivables Purchase Agreement, all of its rights and claims arising under certain Transaction Documents to which the Issuer is a party, all present and future rights, claims and interests which the Issuer is or becomes entitled to from or in relation to the Accounts and all amounts standing to the credit of the Accounts and certain other rights specified in the Transaction Security Agreement, (such collateral as defined in clause 7 (*Security Purpose*) of the Transaction Security Agreement "**Collateral**") as security for the Notes and other obligations specified in the Transaction Security Agreement. As to the form and contents of such provision of security, reference is made to clauses 5 (*Transfer for Security Purposes of the Assigned Security*) and 6 (*Pledge*) and the other provisions of the Transaction Security Agreement (see "**Appendix 2**"). In addition, the Issuer has granted a security interest to the Transaction Security Trustee in respect of all present and future rights, claims and interests which the Issuer is or becomes entitled to from or in relation to the Interest Rate Swap Counterparty and/or any other party pursuant to or in respect of the Swap Agreement pursuant to an English Security Deed dated [●] December 2023, as amended, supplemented, amended and restated or novated (including by conclusion of a security agreement under the laws of another jurisdiction) from time to time (the "**English Security Deed**" and, the security interests granted in accordance with the English Security Deed, together with the Collateral, the "**Note Collateral**").

#### 3.2. Limited Recourse

- (a) Notwithstanding anything to the contrary under the Notes or in any other Transaction Document to which the Issuer is expressed to be a party, all amounts payable or expressed to be payable by the Issuer hereunder shall be recoverable solely out of the Post

Enforcement Available Distribution Amount (as defined in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement) which shall be generated by, and limited to (i) payments made to the Issuer by the Servicer under the Servicing Agreement, (ii) payments made to the Issuer by the Interest Rate Swap Counterparty under the Swap Agreement, (iii) payments made to the Issuer under the other Transaction Documents, (iv) proceeds from the realisation of the Note Collateral and (v) interest earned on the balance credited to the Transaction Account and, if applicable, the Purchase Shortfall Account, as available on the relevant Payment Date (as defined in Condition 5.1 (*Payment Dates*)), in each case in accordance with and subject to the relevant Priorities of Payments and which shall only be settled if and to the extent that the Issuer is in a position to settle such claims using future profits, any remaining liquidation proceeds or any current positive balance of the net assets of the Issuer. The Notes shall not give rise to any payment obligation in excess of the Post Enforcement Available Distribution Amount and recourse shall be limited accordingly.

- (b) The Issuer shall hold all monies paid to it in the Transaction Account, except (i) the Commingling Reserve Required Amount which the Issuer shall hold in the Commingling Reserve Account, (ii) the Required Liquidity Reserve Amount which the Issuer shall hold in the Liquidity Reserve Account (iii) any Swap Collateral, Swap Tax Credit and replacement swap premium received by the Issuer which the Issuer shall hold in the Swap Cash Collateral Account, (iv) the Purchase Shortfall Amount which the Issuer shall hold in the Purchase Shortfall Account and (v) the RSF Reserve Deposit Amount which the Issuer shall hold in the Replacement Servicer Fee Reserve Account. Furthermore, the Issuer shall exercise all of its rights under the Transaction Documents with the due care of a prudent businessman such that obligations under the Notes may be performed to the fullest extent possible.
- (c) The obligations of the Issuer arising hereunder are limited recourse obligations payable solely from the proceeds of the Note Collateral or any other future profits, remaining liquidation proceeds or other positive balance of net assets and, following realisation of the Note Collateral and the application of the proceeds thereof in accordance with the Post-Enforcement Priority of Payments set out in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement, any claims of any party to this Agreement against the Purchaser (and the obligations of the Purchaser) shall be extinguished.
- (d) The Noteholders shall not (otherwise than as contemplated herein) take steps against the Issuer, its officers or directors to recover any sum so unpaid and, in particular, the Noteholders shall not petition or take any other step or action for the winding up, examinership, liquidation or dissolution of the Issuer, or its officers or directors, nor for the appointment of a liquidator, examiner, receiver or other person in respect of the Issuer or its assets.

### 3.3. ENFORCEMENT OF PAYMENT OBLIGATIONS

The enforcement of the payment obligations under the Notes shall only be effected by the Transaction Security Trustee for the benefit of all Noteholders, provided that each Noteholder shall be entitled to proceed directly against the Issuer in the event that the Transaction Security Trustee, after having become obliged to enforce the Note Collateral and having been given notice thereof, fails to do so within a reasonable time period and such failure continues. The Transaction Security Trustee shall foreclose on the Note Collateral upon the occurrence of an Issuer Event of Default on the conditions and in accordance with the terms of the Transaction Security Agreement, including, in particular, clauses 19 (*Enforcement of Note Collateral*) and 20 (*Payments upon Occurrence of an Issuer Event of Default*) of the Transaction Security Agreement (see "**Appendix 2**") and the English Security Deed.

### 3.4. **Obligations of the Issuer only**

The Notes represent obligations of the Issuer only and do not represent an interest in or obligation of the Transaction Security Trustee, any other party to the Transaction Documents or any other third party (including any other compartment of the Issuer).

### 3.5. **Issuer Event of Default**

An "**Issuer Event of Default**" shall occur when:

- (a) the Issuer becomes insolvent or the insolvency is imminent or the Issuer is in a situation of illiquidity (*cessation de paiements*) and absence of access to credit (*ébranlement de crédit*) within the meaning of Article 437 of the Luxembourg commercial code or the Issuer initiates or consents or otherwise becomes subject to liquidation, examinership, insolvency, reorganisation or similar proceedings under any applicable law, which affect or prejudice the performance of its obligations under the Notes or the other Transaction Documents, and are not, in the opinion of the Transaction Security Trustee, being disputed in good faith with a reasonable prospect of discontinuing or discharging the same, or such proceedings are not instituted for lack of assets;
- (b) the Issuer defaults in the payment of any interest due and payable in respect of the Most Senior Class of Notes and such default continues for a period of at least five (5) Business Days;
- (c) a distress, execution, attachment or other legal process is levied or enforced upon or sued out against all or any substantial part of the assets of the Issuer and is not discharged or does not otherwise cease to apply within thirty (30) calendar days of being levied, enforced or sued out or legal proceedings are commenced for any of the aforesaid, or the Issuer makes a conveyance or assignment for the benefit of its creditors generally; or
- (d) the Transaction Security Trustee ceases to have a valid and enforceable security interest in any of the Note Collateral or any other security interest created under any Transaction Security Document.

Upon the occurrence of an Issuer Event of Default, the Note Principal Amount in respect of each Note shall become due and payable in accordance with the Post-Enforcement Priority of Payments.

## 4. **GENERAL COVENANTS OF THE ISSUER**

### 4.1. **Restrictions on Activities**

As long as any Notes are outstanding, the Issuer shall not be entitled, unless (i) each Rating Agency has been notified of such action and the prior consent of the Transaction Security Trustee has been obtained or (ii) required by applicable law, to engage in or undertake any of the activities or transactions specified in clause 39 (*Actions of the Issuer requiring Consent*) of the Transaction Security Agreement (see "**Appendix 2**").

### 4.2. **Appointment of Transaction Security Trustee**

As long as any Notes are outstanding, the Issuer shall ensure that a transaction security trustee is appointed at all times who has undertaken substantially the same functions and obligations as the Transaction Security Trustee pursuant to these Terms and Conditions and the Transaction Security Agreement.



5. **PAYMENTS ON THE NOTES**

5.1. **Payment Dates**

Payments of interest and, after the expiration of the Replenishment Period, principal in respect of the Notes to the Noteholders in accordance with the provisions herein shall become due and payable monthly on the fourteenth (14<sup>th</sup>) calendar day of any calendar month, unless such date is not a Business Day in which case the Payment Date shall be the next succeeding Business Day unless such date would thereby fall into the next calendar month, in which case such date shall be the immediately preceding Business Day, commencing on [15 January] 2024 (each such day, a "**Payment Date**"). In addition, payments of principal in respect of the Class F Notes shall become due and payable starting on the first Payment Date in accordance with item [twenty-fifth] of the Pre-Enforcement Interest Priority of Payments.

"**Business Day**" shall mean a day on which the T2 System is operational and on which banks and foreign exchange markets are open or required to be open for business in London (United Kingdom), Frankfurt (Germany), Mönchengladbach (Germany), Paris and Luxembourg.

5.2. **NOTE PRINCIPAL AMOUNT**

Payments of interest and, after the expiration of the Replenishment Period, payments of principal and interest on each Note (other than the Class F Notes in relation to which the payments of principal will begin on the first Payment Date in accordance with and subject to the limitations provided in these Conditions) as of any Payment Date shall be made on the Note Principal Amount of each Note and shall be made outside the United States. The "**Note Principal Amount**" of any Notes as of any date shall equal the initial note principal amount of EUR 100,000 as reduced by all amounts paid prior to such date on such Note in respect of principal.

"**Aggregate Outstanding Note Principal Amount of the Class A Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class A Notes, "**Aggregate Outstanding Note Principal Amount of the Class B Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class B Notes, "**Aggregate Outstanding Note Principal Amount of the Class C Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class C Notes, "**Aggregate Outstanding Note Principal Amount of the Class D Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class D Notes, "**Aggregate Outstanding Note Principal Amount of the Class E Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class E Notes and "**Aggregate Outstanding Note Principal Amount of the Class F Notes**" shall mean, as of any date, the sum of the Note Principal Amounts of all Class F Notes. Each of the Aggregate Outstanding Note Principal Amount of the Class A Notes, the Aggregate Outstanding Note Principal Amount of the Class B Notes, the Aggregate Outstanding Note Principal Amount of the Class C Notes, the Aggregate Outstanding Note Principal Amount of the Class D Notes, the Aggregate Outstanding Note Principal Amount of the Class E Notes and the Aggregate Outstanding Note Principal Amount of the Class F Notes is referred to herein as a "**Aggregate Outstanding Note Principal Amount**".

5.3. **PAYMENTS AND DISCHARGE**

Payments of interest and, after the expiration of the Replenishment Period, payments of principal (other than the Class F Notes in relation to which the payments of principal will begin on the first Payment Date in accordance with and subject to the limitations provided in these Conditions) and interest in respect of the Notes shall be made by the Issuer, through the Principal Paying Agent, on each Payment Date to, or to the order of, the ICSDs, as relevant, for credit to the relevant participants in the ICSDs for subsequent transfer to the Noteholders. The Cash Administrator will instruct the Account Bank on behalf of the Issuer to make all payments of interest and principal on the Notes from the Transaction Account upon receipt of the respective notifications as provided for under Condition 8 (*Notifications*).

Payments in respect of interest on any Notes represented by a Temporary Global Note shall be made to, or to the order of, the ICSDs, as relevant, for credit to the relevant participants in the ICSDs

for subsequent transfer to the relevant Noteholders upon due certification as provided in Condition 1(c) (*Form and Denomination*).

All payments made by the Issuer to, or to the order of, the ICSDs, as relevant, shall discharge the liability of the Issuer under the relevant Notes to the extent of the sums so paid. Any failure to make the entries in the records of the ICSDs referred to in Condition 5.2 (*Note Principal Amount*) shall not affect the discharge referred to in the preceding sentence.

## 6. PAYMENTS OF INTEREST

### 6.1. Interest Calculation

- (a) Subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) and, in particular, subject to the Pre-Enforcement Interest Priority of Payments and, upon the occurrence of an Issuer Event of Default, the Post-Enforcement Priority of Payments, each Note shall bear interest on its Note Principal Amount from the Closing Date until the close of the day preceding the day on which such Note has been redeemed in full (both days inclusive).
- (b) The amount of interest payable by the Issuer in respect of each Note on any Payment Date ("**Interest Amount**") shall be calculated by the Calculation Agent by applying the relevant Interest Rate (Condition 6.3 (*Interest Rate*)), for the relevant Interest Period (Condition 6.2 (*Interest Period*)), to the relevant Note Principal Amount outstanding immediately prior to the relevant Payment Date and multiplying the result by the actual number of days in the relevant Interest Period divided by 360 and rounding the result to the nearest EUR 0.01 (with EUR 0.005 being rounded upwards).

### 6.2. Interest Period

"**Interest Period**" shall mean, with respect to the Notes, as applicable, the period commencing on (and including) any Payment Date and ending on (but excluding) the immediately following Payment Date, and the first Interest Period under the Notes shall commence on (and include) the Closing Date and shall end on (but exclude) the first Payment Date.

### 6.3. Interest Rate

- (a) The interest rate payable on the Note for each Interest Period (each, an "**Interest Rate**") shall be
  - (i) in the case of the Class A Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero,
  - (ii) in the case of the Class B Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero,
  - (iii) in the case of the Class C Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero,
  - (iv) in the case of the Class D Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero,
  - (v) in the case of the Class E Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero, and
  - (vi) in the case of the Class F Notes, EURIBOR +[●]% per annum and, for the avoidance of doubt, if such rate is below zero, the Interest Rate shall be zero,
- (b) "**EURIBOR**" for each Interest Period shall mean the rate for deposits in euro for a period of one month (with respect to the first Interest Period, the linear interpolation between one week and one month) which appears on Reuters screen page EURIBOR01 (or such other

page as may replace such page on that service for the purpose of displaying Brussels inter-bank offered rate quotations of major banks) as of 11:00 a.m. (Brussels time) on the second Business Day immediately preceding the commencement of such Interest Period (each, a "**EURIBOR Determination Date**"), all as determined by the Interest Determination Agent.

- (c) If Reuters screen page EURIBOR01 is not available or if no such quotation appears thereon, in each case as at such time, the Issuer (acting on the advice of the Servicer following consultation with the Interest Determination Agent), shall request the principal Euro-zone office of the Reference Banks selected by it to provide the Interest Determination Agent with its offered quotation (expressed as a percentage rate per annum) for one-month deposits (with respect to the first Interest Period, the linear interpolation between one week and one month) in euro at approximately 11:00 a.m. (Brussels time) on the relevant EURIBOR Determination Date to prime banks in the Euro-zone inter-bank market for the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time. If two or more of the selected Reference Banks provide the Interest Determination Agent with such offered quotations, EURIBOR for such Interest Period shall be the arithmetic mean of such offered quotations (rounded if necessary to the nearest one thousandth of a percentage point, with 0.000005 being rounded upwards). If on the relevant EURIBOR Determination Date fewer than two of the selected Reference Banks provide the Interest Determination Agent with such offered quotations, EURIBOR for such Interest Period shall be the rate per annum which the Interest Determination Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates communicated to the Interest Determination Agent by major banks in the Euro-zone, selected by the Issuer (acting on the advice of the Servicer following consultation with the Interest Determination Agent), at approximately 11:00 a.m. (Brussels time) on such EURIBOR Determination Date for loans in euro to leading European banks for such Interest Period and in an amount that is representative for a single transaction in that market at that time. "**Reference Banks**" shall mean four major banks in the Euro-zone inter-bank market.
- (d) In the event that the Interest Determination Agent is on any EURIBOR Determination Date required but unable to determine EURIBOR for the relevant Interest Period in accordance with the above for any reason other than as described under (e) below, EURIBOR for such Interest Period shall be EURIBOR as determined on the previous EURIBOR Determination Date.
- (e) If there has been a public announcement of the permanent or indefinite discontinuation of EURIBOR that applies to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes at that time (the date of such public announcement being the "**Relevant Time**"), the Issuer (acting on the advice of the Servicer) shall, without undue delay, use commercially reasonable endeavours to propose an Alternative Base Rate in accordance with Condition 12(b) (*Modifications*) (the "**Relevant Condition**"). Any determination, decision or election that may be made by the Issuer (acting on the advice of the Servicer) in relation to the Alternative Base Rate pursuant to this Condition and Condition 12(b) (*Modifications*) including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding to the Noteholders.

This Condition 6.3 shall be without prejudice to the application of any higher interest under applicable mandatory law.

#### 6.4. **Interest Shortfall**

Accrued interest not paid on any Payment Date related to the Interest Period in which it accrued, will be an "**Interest Shortfall**" with respect to the relevant Note. Without prejudice to item (b) of the definition of Issuer Event of Default, an Interest Shortfall shall become due and payable on the next

Payment Date and on any following Payment Date (subject to Condition 3.2 (*Limited Recourse*)) until it is reduced to zero. Interest shall not accrue on Interest Shortfalls at any time.

6.5. **Pre-Enforcement Interest Priority of Payments**

On each Payment Date, prior to the occurrence of an Issuer Event of Default, the Pre-Enforcement Available Interest Amount as calculated as of the Cut-Off Date immediately preceding such Payment Date shall be applied in accordance with the following order of priorities ("**Pre-Enforcement Interest Priority of Payments**"), in each case only to the extent payments of a higher priority have been made in full:

- (a) *first*, to pay any obligation of the Issuer with respect to tax under any applicable law (if any);
- (b) *second*, to pay any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due and payable in the ordinary course of business), expenses and other amounts due and payable to the Transaction Security Trustee under the Transaction Documents;
- (c) *third*, to pay *pari passu* with each other on a *pro rata* basis any Administrative Expenses;
- (d) *fourth*, solely to the extent that the funds standing to the credit of the Replacement Servicer Fee Reserve Account are insufficient to pay any Replacement Servicer Costs which are due and payable on such date, to pay such amounts to the Replacement Servicer;
- (e) *fifth*, to pay any amount due and payable to the Interest Rate Swap Counterparty under the Swap Agreement, other than any termination payment (as determined pursuant to the Swap Agreement) due and payable to the Interest Rate Swap Counterparty if an event of default has occurred under the Swap Agreement with respect to the Interest Rate Swap Counterparty;
- (f) *sixth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class A Notes;
- (g) *seventh*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class B Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class B Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class B Notes;
- (h) *eighth*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class C Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class C Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class C Notes;
- (i) *ninth*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class D Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class D Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class D Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class D Notes;
- (j) *tenth*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class E Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class E Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class E Notes;

- (k) *eleventh*, to pay (on a *pro rata* and *pari passu* basis) to the extent that (i) the Class F Notes are the Most Senior Class of Notes or (ii) the amount in debit on the Class F Principal Deficiency Sub-Ledger on the previous Payment Date is equal to [0] per cent. of the Aggregate Outstanding Note Principal Amount of the Class F Notes on the previous Payment Date, any aggregate Interest Amount due and payable on the Class F Notes;
- (l) *twelfth*, to credit to the Liquidity Reserve Account an amount equal to the Required Liquidity Reserve Amount (Part 1) as of such Payment Date;
- (m) *thirteenth*, to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (n) *fourteenth*, to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (o) *fifteenth*, to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (p) *sixteenth*, to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (q) *seventeenth*, to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (r) *eighteenth*, to credit the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Pre-Enforcement Available Principal Amount);
- (s) *nineteenth*, to credit to the Liquidity Reserve Account an amount equal to the Required Liquidity Reserve Amount (Part 2) as of such Payment Date;
- (t) *twentieth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class B Notes (to the extent not paid under item *seventh* above);
- (u) *twenty-first*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class C Notes (to the extent not paid under item *eighth* above);
- (v) *twenty-second*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class D Notes (to the extent not paid under item *ninth* above);
- (w) *twenty-third*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class E Notes (to the extent not paid under item *tenth* above);
- (x) *twenty-fourth*, to pay (on a *pro rata* and *pari passu* basis) any aggregate Interest Amount due and payable on the Class F Notes (to the extent not paid under item *eleventh* above);
- (y) *twenty-fifth*, to pay any Class F Turbo Principal Redemption Amount due and payable to the Class F Notes (*pro rata* on each Class F Note);
- (z) *twenty-sixth*, to pay on a Payment Date following a Regulatory Change Event Redemption Date any due and payable interest amounts on the Mezzanine Loan;

- (aa) *twenty-seventh*, to pay *pari passu* with each other on a *pro rata* basis any termination payment due and payable to the Interest Rate Swap Counterparty under the Swap Agreement other than those made under item *fifth*;
- (bb) *twenty-eight*, to pay any due and payable interest amounts on the Liquidity Reserve Loan;
- (cc) *twenty-ninth*, to pay any due and payable principal amounts being equal to the Liquidity Reserve Reduction Amount under the Liquidity Reserve Loan until the Liquidity Reserve Loan is reduced to zero;
- (dd) *thirtieth*, if a RSF Reserve Funding Failure has occurred which has not been remedied prior to such Payment Date, to pay to the Replacement Servicer Fee Reserve Account the amount necessary to cause the balance of such account to be at least equal to the Replacement Servicer Fee Reserve Required Amount;
- (ee) *thirty-first*, to pay the Final Success Fee to Santander Consumer Leasing GmbH.

provided that any payment to be made by the Issuer under items *first to fourth* (inclusive) with respect to taxes shall be made on the Business Day on which such payment is then due and payable using any amounts then credited to the Transaction Account and, if applicable, the Liquidity Reserve Account and the Purchase Shortfall Account.

## 6.6. **Notifications**

The Calculation Agent shall, as soon as practicable but no later than by 11:00 a.m. (Frankfurt time) one (1) Business Day prior to the EURIBOR Determination Date, determine the relevant Interest Period, Interest Amount, Interest Shortfall and Payment Date with respect to each Class of Notes and notify such information to each of the Principal Paying Agent, the Interest Determination Agent, the Issuer, the Cash Administrator, the Corporate Administrator and the Transaction Security Trustee in writing without undue delay. Upon receipt of such information and if applicable, relevant completed forms, by no later than 11.00 a.m. (Frankfurt time) one (1) Business Day prior to the day of intended notification the Principal Paying Agent shall notify such information (i) as long as any Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange, to the Luxembourg Stock Exchange as well as to the holders of such Notes in accordance with Condition 13 (*Form of Notices*) and (ii) if any Notes are listed on any other stock exchange, to such exchange as well as to the holders of such Notes in accordance with Condition 13 (*Form of Notices*). In the event that such notification is required to be given to the Luxembourg Stock Exchange, this notification, together with any completed forms required by the Luxembourg Stock Exchange, shall be given no later than the close of the day of intended notification.

## 7. **REPLENISHMENT AND REDEMPTION**

### 7.1. **Replenishment**

No payments of principal in respect of the Notes (other than Class F Notes) shall become due and payable to the Noteholders during the Replenishment Period. On each Payment Date during the Replenishment Period, the Seller may sell and assign to the Issuer Additional Lease Receivables in accordance with the provisions of the Lease Receivables Purchase Agreement for a Purchase Price not exceeding the Replenishment Available Amount. The Issuer shall accept any Offer made by the Seller *provided that* the following conditions are satisfied as of such Payment Date: (a) in respect of each Additional Lease Receivable the Eligibility Criteria are met and (b) each Additional Lease Receivable and the Related Lease Collateral are assigned and transferred in accordance with the provisions of the Lease Receivables Purchase Agreement and the Data Trust Agreement. The Issuer shall be obligated to purchase and acquire Receivables for purposes of a Replenishment only to the extent that the obligation to pay the Purchase Price for the Receivables offered to the Issuer by the Seller for purchase on any Purchase Date can be satisfied by the Issuer by applying the Pre-Enforcement Available Principal Amount as of the Cut-Off Date immediately preceding the relevant Purchase Date in accordance with the Pre-Enforcement Principal Priority of Payments.

## 7.2. Amortisation

Subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) and prior to the occurrence of an Issuer Event of Default and, with respect to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, prior to the occurrence of a Sequential Payment Trigger Event, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes shall be redeemed on each Payment Date falling on a date after the expiration of the Replenishment Period in an amount equal to the Pre-Enforcement Available Principal Amount less the sum of all amounts payable or to be applied (as the case may be) by the Issuer as set forth in the Pre-Enforcement Principal Priority of Payments under items *first to third* (inclusive) on a pro-rata basis. For the avoidance of doubt, the Class F Notes shall be redeemed sequentially as set out below prior to and following the occurrence of a Sequential Payment Trigger Event, after allocation of the payment of the Class F Turbo Principal Redemption Amount to be made in accordance with the Pre-Enforcement Interest Priority of Payments on the relevant Payment Date. Upon the occurrence of an Issuer Event of Default, the Post-Enforcement Available Distribution Amount shall be applied in each Payment Date as further set out in Condition 7.8 below.

Subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) and prior to the occurrence of an Issuer Event of Default and with respect to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes only after the occurrence of a Sequential Payment Trigger Event and with respect to the Class F Notes prior to and following the occurrence of a Sequential Payment Trigger Event, the Class A Notes and, after the Class A Notes have been redeemed in full, the Class B Notes, and, after the Class B Notes have been redeemed in full, the Class C Notes and, after the Class C Notes have been redeemed in full, the Class D Notes and, after the Class D Notes have been redeemed in full, the Class E Notes and, after the Class E Notes have been redeemed in full, the Class F Notes in this order sequentially, shall be redeemed on each Payment Date falling on a date after the expiration of the Replenishment Period in an amount equal to the Pre-Enforcement Available Principal Amount less the sum of all amounts payable or to be applied (as the case may be) by the Issuer as set forth in the Pre-Enforcement Principal Priority of Payments under items *first to third* (inclusive), provided that each Note of a particular Class shall be redeemed on each Payment Date in an amount equal to the redemption amount allocated to such Class divided by the number of Notes in such Class. Upon the occurrence of an Issuer Event of Default, the Post-Enforcement Available Distribution Amount shall be applied in each Payment Date as further set out in Condition 7.8 below.

For the purposes of this Condition, the following shall apply:

**"Class A Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class A Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class A Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class A Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class B Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class B Notes; or

- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class C Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class C Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class D Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class D Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class D Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class D Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class E Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class E Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments; and

**"Class F Notes Principal"** shall mean with respect to any Payment Date all or a portion of the Aggregate Outstanding Note Principal Amount of the Class F Notes to be paid in accordance with the Pre-Enforcement Principal Priority of Payments (for the avoidance of doubt after the payment of the Class F Turbo Principal Redemption Amount to be made in accordance with the Pre-Enforcement Interest Priority of Payments on that Payment Date).

### 7.3. **Scheduled Maturity Date**

On the Payment Date falling in [●] ("**Scheduled Maturity Date**"), each Class A Note shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class A Notes have been redeemed in full, the Class B Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class B Notes have been redeemed in full, the Class C Notes



shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class C Notes have been redeemed in full, the Class D Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class D Notes have been redeemed in full, the Class E Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class E Notes have been redeemed in full, the Class F Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount, in each case subject to the availability of funds pursuant to the Pre-Enforcement Principal Priority of Payments. In the event of insufficient funds pursuant to the relevant Pre-Enforcement Priority of Payments, any outstanding Note shall be redeemed on the next Payment Date and on any following Payment Date in accordance with and subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) until each Note has been redeemed in full, subject to the Condition 7.4 (*Legal Maturity Date*).

#### 7.4. **Legal Maturity Date**

On the Payment Date falling in [December 2032] ("**Legal Maturity Date**"), each Class A Note shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all the Class A Notes have been redeemed in full, the Class B Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class B Notes have been redeemed in full, the Class C Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class C Notes have been redeemed in full, the Class D Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class D Notes have been redeemed in full, the Class E Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount and, after all Class E Notes have been redeemed in full, the Class F Notes shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the outstanding Note Principal Amount, in each case subject to the limitations set forth in Condition 3.2 (*Limited Recourse*). The Issuer will be under no obligation to make any payment under the Notes after the Legal Maturity Date.

#### 7.5. **Early Redemption**

- (a) On any Payment Date following the Cut-Off Date on which the Aggregate Outstanding Discounted Receivables Balance has been reduced to less than 10% of the initial Aggregate Outstanding Discounted Receivables Balance as of the first Cut-Off Date, the Seller will have the option under the Lease Receivables Purchase Agreement to repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) (the "**Clean-Up Call**") at the Final Repurchase Price and, as a result, the Notes will be subject to early redemption in whole, but not in part, prior to their Scheduled Maturity Date,
  - (i) subject to the Final Repurchase Price being sufficient to redeem the Class A Notes to the Class F Notes at their outstanding Note Principal Amount in accordance with the Pre-Enforcement Principal Priority of Payments; and
  - (ii) provided that the Pre-Enforcement Available Interest Amount shall be at least sufficient to pay any accrued interest on the Class A Notes to the Class F Notes in accordance with the Pre-Enforcement Interest Priority of Payments.

The Seller shall advise the Issuer and the Principal Paying Agent of its intention to exercise the repurchase option on the Reporting Date in relation to the Payment Date ("**Clean-Up Call Redemption Date**").

The Final Repurchase Price to be paid by the Seller shall be applied by the Issuer in redemption of the Notes on the Clean-Up Call Redemption Date at their then current Note Principal Amount, together with all amounts ranking prior thereto according to the Pre-

Enforcement Principal Priority of Payments and Condition and shall be determined as follows:

- (A) for non-Defaulted Lease Receivables and non-Delinquent Lease Receivables, the sum of the Outstanding Discounted Receivables Balance of these non-Defaulted Lease Receivables and non-Delinquent Lease Receivables which are Purchased Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date, plus
- (B) for Delinquent Lease Receivables, the sum of the Final Determined Amounts of these Delinquent Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date, plus
- (C) for Defaulted Lease Receivables, the sum of the Final Determined Amounts of these Defaulted Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date,

whereby, with respect to any Delinquent Lease Receivables and the Defaulted Lease Receivables, the Final Determined Amount as at the relevant Cut-Off Date shall be the fair value of such Delinquent Lease Receivable or Defaulted Lease Receivable, as the case may be, calculated as the Outstanding Discounted Receivables Balance of such Delinquent Lease Receivable or Defaulted Lease Receivable at the end of the immediately preceding Collection Period minus an amount equal to any IFRS 9 Provisioned Amount for such Delinquent Lease Receivable or Defaulted Lease Receivable, as the case may be, and

whereby the IFRS 9 Provisioned Amount with respect to any Delinquent Lease Receivables and Defaulted Lease Receivables on the relevant Cut-Off Date shall mean any amount that constitutes any expected credit loss for such Delinquent Lease Receivable and/or Defaulted Lease Receivable as determined by the Seller in accordance with IFRS 9 (as amended) or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS 9.

For the avoidance of doubt, if and to the extent any excess funds exist after application of the Final Repurchase Price towards redemption of the Class A Notes to the Class F Notes, the Issuer shall apply such excess funds towards the Pre- Enforcement Available Interest Amount.

Any such determination by the Seller shall be final and binding on each of the parties hereto and the Noteholders.

- (b) If the Issuer is or becomes at any time required by law to deduct or withhold in respect of any payment under the Notes current or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, the Issuer shall determine within twenty (20) calendar days of such circumstance occurring whether it would be practicable to arrange for the substitution of the Issuer in accordance with Condition 11 (*Substitution of the Issuer*) or to change its tax residence to another jurisdiction approved by the Transaction Security Trustee. The Transaction Security Trustee shall not give such approval unless each of the Rating Agencies has been notified in writing of such substitution or change of the tax residence of the Issuer. If the Issuer determines that any of such measures would be practicable, it shall effect such substitution in accordance with Condition 11 (*Substitution of the Issuer*) or (as relevant) such change of tax residence within sixty (60) calendar days from such determination. If, however, it determines within twenty (20) calendar days of such circumstance occurring that none of such measures would be practicable or if, having determined that any of such measures would be practicable, it is unable so to avoid such deduction or withholding within such further period of sixty (60) calendar days, then the Seller will have the option under the Lease Receivables Purchase

Agreement to repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) which have not been sold to a third party at the Final Repurchase Price and, as a result, the Notes will be subject to early redemption in whole, but not in part, prior to the Scheduled Maturity Date on the date fixed for redemption (which must be a Payment Date) (the "**Tax Call Redemption Date**"), following a written notice thereof to be provided by the Issuer to the Transaction Security Trustee, the Principal Paying Agent and the Noteholders on the Reporting Date, whereby the proceeds distributable as a result of such repurchase on the Tax Call Redemption Date shall be applied towards redemption of the Notes in accordance with the Pre-Enforcement Principal Priority of Payments and the Pre-Enforcement Interest Priority of Payments, as applicable. The Final Repurchase Price to be paid by the Seller shall be determined as set out in subsection (a) above.

Any such determination by the Seller shall be final and binding on each of the parties hereto and the Noteholders.

Upon redemption of the Notes as set out above, the Noteholders shall not receive any further payments of interest or principal and the provisions of Condition 3.2 (*Limited Recourse*) shall apply.

#### 7.6. **Optional Redemption upon occurrence of a Regulatory Change Event**

The Class B Notes to the Class F Notes will be subject to optional redemption in whole but not in part following the occurrence of a Regulatory Change Event.

"**Regulatory Change Event**" means (a) any enactment or establishment of, or supplement or amendment to, or change in any law, regulation, rule, policy or guideline of any relevant competent international, European or national body (including the ECB or the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline which becomes effective on or after the Closing Date or (b) a notification by or other communication from the applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents on or after the Closing Date which, in each case, in the reasonable opinion of the Seller, has the effect of materially adversely affecting the rate of return on capital of the Issuer and/or the Seller or materially increasing the cost or materially reducing the benefit to the Seller of the transactions contemplated by the Transaction Documents.

For the further avoidance of doubt, the declaration of a Regulatory Change Event will not be excluded by the fact that, prior to the Closing Date: (a) the event constituting any such Regulatory Change Event was: (i) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the Basel Committee on Banking Supervision), as officially interpreted, implemented or applied by the Federal Republic of Germany or the European Union; or (ii) incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Closing Date, provided that the application of the Revised Securitisation Framework shall not constitute a Regulatory Change Event, but without prejudice to the ability of a Regulatory Change Event to occur as a result of any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date; or (iii) expressed in any statement by any official of the competent authority in expert meetings or other discussions in connection with such Regulatory Change Event or (b) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than this Transaction. Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the rate of return on capital of the Issuer and/or the Seller or an increase the cost or reduction of benefits to the Seller of the transactions contemplated by the Transaction Documents immediately after the Closing Date.

In the event that a Regulatory Change Event has occurred or continues to exist (e.g. due to a deferred application or implementation date), the Seller may at its option, subject to certain

requirements in accordance with the Seller Loan Agreement, advance the Mezzanine Loan to the Issuer for an amount that is equal to the Mezzanine Loan Disbursement Amount.

Following a Regulatory Change Event and following the sending of a written notice to be given by the Issuer to the Transaction Security Trustee, to the Principal Paying Agent and to the Noteholders on the Reporting Date, the Issuer shall apply such amounts received from the Seller under the Seller Loan Agreement towards redemption of the Class B Notes to the Class F Notes in full on such Payment Date (the "**Regulatory Change Event Redemption Date**"), whereby the exercise of the optional redemption upon occurrence of a Regulatory Change shall be subject to the following requirements:

- (i) the Pre-Enforcement Available Principal Amount available to the Issuer is sufficient to redeem the Class B Notes to the Class F Notes at their current Note Principal Amount in accordance with the Pre-Enforcement Principal Priority of Payments; and
- (ii) the Pre-Enforcement Available Interest Amount is at least sufficient to pay any accrued interest on the Class B Notes to the Class F Notes in accordance with the Pre-Enforcement Interest Priority of Payments.

For the avoidance of doubt, if and to the extent any excess funds exist after application of the Mezzanine Loan Disbursement Amount towards redemption of the Class B Notes to the Class F Notes, the Issuer shall apply such excess funds towards the Pre-Enforcement Available Interest Amount.

#### 7.7. **Pre-Enforcement Principal Priority of Payments**

On each Payment Date, prior to the occurrence of an Issuer Event of Default, the Pre-Enforcement Available Principal Amount as calculated as of the Cut-Off Date immediately preceding such Payment Date shall be applied in accordance with the following order of priorities ("**Pre-Enforcement Principal Priority of Payments**"), in each case only to the extent payments of a higher priority have been made in full:

- (a) *first*, any Principal Addition Amounts to be applied to meet any Senior Expenses Deficit;
- (b) *second*, during the Replenishment Period, to pay the Purchase Price payable in accordance with the Lease Receivables Purchase Agreement for any Additional Lease Receivables purchased on such Payment Date, but only up to the Replenishment Available Amount;
- (c) *third*, during the Replenishment Period, to credit the Purchase Shortfall Account with the Purchase Shortfall Amount occurring on such Payment Date;

#### **before the occurrence of a Sequential Payment Trigger Event:**

- (d) *fourth*, to pay *pari passu* and on a pro rata basis:
  - (i) any Class A Notes Principal due and payable (pro rata on each Class A Note);
  - (ii) any Class B Notes Principal due and payable (pro rata on each Class B Note);
  - (iii) any Class C Notes Principal due and payable (pro rata on each Class C Note);
  - (iv) any Class D Notes Principal due and payable (pro rata on each Class D Note);
  - (v) any Class E Notes Principal due and payable (pro rata on each Class E Note);

#### **on or after the occurrence of a Sequential Payment Trigger Event:**

- (d) *fourth*, to pay any Class A Notes Principal due and payable (pro rata on each Class A Note);

- (e) *fifth*, on the Regulatory Change Event Redemption Date, to pay any Class B Notes Principal, Class C Notes Principal, Class D Notes Principal, Class E Notes Principal and Class F Notes Principal such that the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are redeemed in full, and, to the extent excess funds are available, the Issuer shall apply such excess funds towards the Pre-Enforcement Available Interest Amount;
- (f) *sixth*, prior to a Regulatory Change Event Redemption Date and only after the Class A Notes have been redeemed in full, to pay any Class B Notes Principal due and payable (pro rata on each Class B Note);
- (g) *seventh*, prior to a Regulatory Change Event Redemption Date and only after the Class B Notes have been redeemed in full, to pay any Class C Notes Principal due and payable (pro rata on each Class C Note);
- (h) *eighth*, prior to a Regulatory Change Event Redemption Date and only after the Class C Notes have been redeemed in full, to pay any Class D Notes Principal due and payable (pro rata on each Class D Note);
- (i) *ninth*, prior to a Regulatory Change Event Redemption Date and only after the Class D Notes have been redeemed in full, to pay any Class E Notes Principal due and payable (pro rata on each Class E Note);
- (j) *tenth*, prior to a Regulatory Change Event Redemption Date and only after the Class E Notes have been redeemed in full, to pay any Class F Notes Principal due and payable (pro rata on each Class F Note);
- (k) *eleventh*, on any Payment Date on or following a Regulatory Change Event Redemption Date any due and payable principal amounts under the Mezzanine Loan until the Mezzanine Loan is reduced to zero; and
- (l) *twelfth*, to apply any remaining amount in accordance with the Pre-Enforcement Interest Priority of Payments on such Payment Date.

#### 7.8. **Post-Enforcement Priority of Payments**

Upon the occurrence of an Issuer Event of Default, on any Payment Date any Post-Enforcement Available Distribution Amount (as defined in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement) shall be applied in the order towards fulfilling the payment obligations of the Issuer, in each case to the extent payments of a higher priority have been made in full as set out in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement.

#### 8. **Notifications**

The Principal Paying Agent shall notify the Issuer, the Corporate Administrator, the Transaction Security Trustee and, on behalf of the Issuer, by means of notification in accordance with Condition 13 (*Form of Notices*), the Noteholders, and so long as any of the Notes are admitted to trading on the regulated market (segment for professional investors) on, and listed on the official list of, the Luxembourg Stock Exchange:

- (a) with respect to each Payment Date, of the Interest Amount pursuant to Condition 6.1 (*Interest Calculation*);
- (b) with respect to each Payment Date, of the amount of Interest Shortfall pursuant to Condition 6.4 (*Interest Shortfall*), if any;
- (c) with respect to each Payment Date falling on a date after the expiration of the Replenishment Period (or, with respect to the Class F Notes Principal, prior thereto), of the

Note Principal Amount of each Class of Notes and the Class A Notes Principal, the Class B Notes Principal, the Class C Notes Principal, the Class D Notes Principal, the Class E Notes Principal and the Class F Notes Principal pursuant to Condition 7 (*Replenishment and Redemption*) to be paid on such Payment Date; and

- (d) in the event the payments to be made on a Payment Date constitute the final payment with respect to Notes pursuant to Condition 7.4 (*Legal Maturity Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption upon Occurrence of a Regulatory Change Event*), of the fact that such is the final payment; and
- (e) of the occurrence of a Servicer Disruption Date,

in each case, as notified by the Calculation Agent.

In each case, such notification shall be made by the Principal Paying Agent on the Calculation Date preceding the relevant Payment Date.

#### 9. **Agents; Determinations Binding**

- (a) The Issuer has appointed HSBC Bank plc as principal paying agent (in such capacity, or any successor or substitute appointed with such capacity, the "**Principal Paying Agent**"), Interest Determination Agent (in such capacity, or any successor or substitute appointed with such capacity, the "**Interest Determination Agent**"), cash administrator (in such capacity, or any successor or substitute appointed with such capacity "**Cash Administrator**") and as calculation agent (in such capacity, or any successor or substitute appointed with such capacity, the "**Calculation Agent**"), each of the Principal Paying Agent, the Cash Administrator, the Calculation Agent and the Interest Determination Agent an "**Agent**".
- (b) The Issuer shall procure that for as long as any Notes are outstanding there shall always be a Principal Paying Agent, a Cash Administrator and a Calculation Agent and an Interest Determination Agent to perform the functions assigned to it in these Terms and Conditions. The Issuer may at any time, by giving not less than thirty (30) calendar days' notice by publication in accordance with Condition 13 (*Form of Notices*), replace any of the Agents by one or more other banks or other financial institutions or other suitable service providers which assume such functions, provided that (i) the Issuer shall maintain at all times an agent having a specified office in the European Union for as long as any Notes are listed on the official list of the Luxembourg Stock Exchange and (ii) no agent located in the United States of America will be appointed. Each of the Agents shall act solely as agent for the Issuer and shall not have any agency or trustee relationship with the Noteholders. The Issuer shall procure that for as long as any Notes are listed on the official list of the Luxembourg Stock Exchange, there shall be a Listing Agent.
- (c) All Interest Amounts determined and other calculations and determinations made by the Principal Paying Agent, the Cash Administrator, the Calculation Agent and the Interest Determination Agent (as applicable) for the purposes of these Terms and Conditions shall, in the absence of manifest error, be final and binding.

#### 10. **Taxes**

Payments shall only be made by the Issuer after the deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (collectively, "**Taxes**") under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, to the extent that such deduction or withholding is required by law or pursuant to FATCA. The Issuer shall account for the deducted or withheld taxes with the competent government agencies and shall, upon request of a Noteholder, provide proof thereof. The Issuer is not obliged to pay any additional amounts as compensation for taxes.

11. **Substitution of the Issuer**

- (a) If, in the determination of the Issuer and the reasonable opinion of the Transaction Security Trustee (who may rely on one or more legal opinions from reputable law firms), as a result of any enactment of or supplement or amendment to, or change in, the laws of any relevant jurisdiction or as a result of an official communication of previously not existing or not publicly available official interpretation, or a change in the official interpretation, implementation or application of such laws that becomes effective on or after the Closing Date:
- (i) any of the Issuer, the Seller, the Servicer or the Interest Rate Swap Counterparty would, for reasons beyond its control, and after taking reasonable measures (such measures not involving any material additional payment or other expenses), be materially restricted from performing any of its obligations under the Notes or the other Transaction Documents to which it is a party; or
  - (ii) any of the Issuer, the Seller, the Servicer or the Interest Rate Swap Counterparty would, for reasons beyond its control, and after taking reasonable measures (such measures not involving any material additional payment or other expenses), (x) be required to make any tax withholding or deduction in respect of any payments on the Notes and/or the other Transaction Documents to which it is a party or (y) would not be entitled to relief for tax purposes for any amount which it is obliged to pay, or would be treated as receiving for tax purposes an amount which it is not entitled to receive, in each case under the Notes or the other Transaction Documents; then the Issuer shall inform the Transaction Security Trustee accordingly and shall, in order to avoid the relevant event described in paragraph (i) or (ii) above, use its reasonable endeavours to arrange the substitution of the Issuer with a company incorporated in another jurisdiction in accordance with Condition (b) below or to effect any other measure suitable to avoid the relevant event described in paragraph (i) above or this (ii).
- (b) The Issuer is entitled to substitute in its place another company ("**New Issuer**") as issuer for all obligations arising under and in connection with the Notes only subject to the provisions of Condition (a) and the following conditions:
- (i) the New Issuer assumes all rights and duties of the Issuer under or pursuant to the Notes and the Transaction Documents by means of an agreement with the Issuer and or the other parties to the Transaction Documents, and that the Note Collateral created in accordance with Condition 3 (*Security*) is held by the Transaction Security Trustee for the purpose of securing the obligations of the New Issuer upon the Issuer's substitution;
  - (ii) no additional expenses or legal disadvantages of any kind arise for either the Noteholders or the Interest Rate Swap Counterparty from such assumption of debt and the Issuer has obtained a tax opinion to this effect from a reputable tax lawyer in the relevant jurisdiction which can be examined at the offices of the Principal Paying Agent;
  - (iii) the New Issuer provides proof satisfactory to the Transaction Security Trustee that it has obtained all of the necessary governmental approvals in the jurisdiction in which it has its registered address and that it is permitted to fulfil all of the obligations arising under or in connection with the Notes without discrimination against the Noteholders in their entirety;
  - (iv) the Issuer and the New Issuer enter into such agreements and execute such documents necessary and provide such information as the Principal Paying Agent, the Account Bank and the Cash Administrator may require for the effectiveness of the substitution (including without limitation satisfying the Principal Paying Agent's,

the Account Bank's and the Cash Administrator's know your client requirements); and

- (v) the Rating Agencies have been notified of such substitution. Upon fulfilment of the aforementioned conditions, the New Issuer shall in every respect substitute the Issuer and the Issuer shall, vis-à-vis the Noteholders, be released from all obligations relating to the function of Issuer under or in connection with the Notes.
- (c) Notice of such substitution of the Issuer shall be given in accordance with Condition 13 (*Form of Notices*).
- (d) In the event of such substitution of the Issuer, each reference to the Issuer in these Terms and Conditions shall be deemed to be a reference to the New Issuer.

## 12. **Resolution of Noteholders and Modifications**

### (a) **Resolutions of Noteholders**

- (i) The Noteholders of any Class may agree by majority resolution to amend these Terms and Conditions, provided that no obligation to make any payment or render any other performance shall be imposed on any Noteholder of any Class by majority resolution.
- (ii) Majority resolutions shall be binding on all Noteholders of the relevant Class. Resolutions which do not provide for identical conditions for all Noteholders of relevant Class are void, unless the Noteholders of such Class who are disadvantaged have expressly consented to their being treated disadvantageously.
- (iii) Noteholders of any Class may in particular agree by majority resolution in relation to such Class to the following:
  - (A) the change of the due date for payment of interest, the reduction, or the cancellation, of interest;
  - (B) the change of the due date for payment of principal;
  - (C) the reduction of principal;
  - (D) the subordination of claims arising from the Notes of such Class in insolvency proceedings of the Issuer;
  - (E) the conversion of the Notes of such Class into, or the exchange of the Notes of such Class for, shares, other securities or obligations;
  - (F) the exchange or release of security;
  - (G) the change of the currency of the Notes of such Class;
  - (H) the waiver or restriction of Noteholders' rights to terminate the Notes of such Class;
  - (I) the substitution of the Issuer;
  - (J) the appointment or removal of a common representative for the Noteholders of such Class; and
  - (K) the amendment or rescission of ancillary provisions of the Notes of such Class.



- (iv) Resolutions shall be passed by simple majority of the votes cast. Resolutions relating to material amendments to these Terms and Conditions, in particular to provisions relating to the matters specified in Condition 12 (*Resolution of the Noteholders*) items (iii)(A) through (J) (I) and (K) above, require a majority of not less than 75% of the votes cast (a "**qualified majority**").
- (v) Noteholders of the relevant Class may pass resolutions by vote taken without a meeting.
- (vi) Each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes of the relevant Class. As long as the entitlement to the Notes of the relevant Class lies with, or the Notes of the relevant Class are held for the account of, the Issuer or any of its affiliates (Section 271 (2) of the German Commercial Code (*Handelsgesetzbuch*)), the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting rights are so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any affiliate of the Issuer. No person shall be permitted to exercise such voting right for the purpose stipulated in sentence 3, first half sentence, herein above.
- (vii) No person shall be permitted to offer, promise or grant any benefit or advantage to another person entitled to vote in consideration of such person abstaining from voting or voting in a certain way.
- (viii) A person entitled to vote may not demand, accept or accept a promise of, any benefit, advantage or consideration for abstaining from voting or voting in a certain way.
- (ix) The Noteholders of any Class may by qualified majority resolution appoint a common representative (*gemeinsamer Vertreter*) ("**Noteholders' Representative**") to exercise rights of the Noteholders of such Class on behalf of each Noteholder. Any natural person having legal capacity or any qualified legal person may act as Noteholders' Representative. Any person who:
  - (A) is a member of the management board, the supervisory board, the board of directors or any similar body, or an officer or employee, of the Issuer or any of its affiliates;
  - (B) holds an interest of at least 20% in the share capital of the Issuer or of any of its affiliates;
  - (C) is a financial creditor of the Issuer or any of its affiliates, holding a claim in the amount of at least 20% of the outstanding Notes of such Class, or is a member of a corporate body, an officer or other employee of such financial creditor; or
  - (D) is subject to the control of any of the persons set forth in sub-paragraphs (A) to (C) above by reason of a special personal relationship with such person,

must disclose the relevant circumstances to the Noteholders of such Class prior to being appointed as a Noteholders' Representative. If any such circumstances arise after the appointment of a Noteholders' Representative, the Noteholders' Representative shall inform the Noteholders of the relevant Class promptly in appropriate form and manner.

If the Noteholders of different Classes appoint a Noteholders' Representative, such person may be the same person as is appointed Noteholders' Representative of such other Class.

- (x) The Noteholders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders of the relevant Class. The Noteholders' Representative shall comply with the instructions of the Noteholders of the relevant Class. To the extent that the Noteholders' Representative has been authorised to assert certain rights of the Noteholders of the relevant Class, the Noteholders of such Class shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Noteholders' Representative shall provide reports to the Noteholders of the relevant Class on its activities.
- (xi) The Noteholders' Representative shall be liable for the performance of its duties towards the Noteholders of the relevant Class who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Noteholders' Representative may be limited by a resolution passed by the Noteholders of the relevant Class. The Noteholders of the relevant Class shall decide upon the assertion of claims for compensation of the Noteholders of such Class against the Noteholders' Representative.
- (xii) Each Noteholders' Representative may be removed from office at any time by the Noteholders of the relevant Class without specifying any reasons. Each Noteholders' Representative may demand from the Issuer to furnish all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of each Noteholders' Representative, including reasonable remuneration of such Noteholders' Representative.

(b) **Modifications**

The Transaction Security Trustee shall be obliged, without any consent or sanction of the Noteholders and any of the other Beneficiaries, to concur with the Issuer in making any modification to the Transaction Security Agreement, the Terms and Conditions of the Notes or any other Transaction Document to which it is a party or in relation to which it holds security that the Issuer considers necessary:

- (i) for the purpose of changing EURIBOR that then applies in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, respectively, to an alternative base rate (any such rate, an "**Alternative Base Rate**") and making such other amendments as are necessary or advisable in the commercially reasonable judgment of the Issuer (or the Servicer on its behalf, including, without limitation, the application of an Adjustment Spread) to facilitate such change (a "**Base Rate Modification**"), provided that the Servicer, on behalf of the Issuer, certifies to the Transaction Security Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(A) such Base Rate Modification is being undertaken due to:

- (1) a material disruption to EURIBOR or EURIBOR ceasing to exist or be published;
- (2) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR);

- (3) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
- (4) a public announcement of the permanent or indefinite discontinuation of EURIBOR that applies to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, respectively, at such time;
- (5) a public statement by the supervisor for the EURIBOR administrator that means EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or
- (6) the reasonable expectation of the Servicer that any of the events specified in sub-paragraphs (1) through (5) above will occur or exist within six months,

and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and

(B) such Alternative Base Rate is:

- (1) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing;
- (2) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;
- (3) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is an Affiliate of the Parent; or
- (4) such other base rate as the Servicer reasonably determines,

and:

- (5) in each case, the change to the Alternative Base Rate will not, in the Servicer's opinion, be materially prejudicial to the interest of the Noteholders; and
- (6) for the avoidance of doubt, the Servicer may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 12(b)(i) are satisfied;

(ii) for the purpose of changing the base rate that then applies in respect of the Swap Agreement to an alternative base rate as is necessary or advisable in the commercially reasonable judgment of the Issuer (or the Servicer on its behalf) and the Interest Rate Swap Counterparty solely as a consequence of a Base Rate Modification and solely for the purpose of aligning the base rate of the Swap Agreement to the base rate of the floating rate Notes following such Base Rate Modification (a "**Interest Rate Swap Rate Modification**"), provided that the Servicer, on behalf of the Issuer, certifies to the Transaction Security Trustee in writing that such modification is required solely for such purpose and it has been drafted solely to such effect (such certificate being a "**Interest Rate Swap Rate Modification Certificate**");

provided that, in the case of any modification made pursuant to sub-paragraph (A) and (B) above:

- (A) at least 30 days' prior written notice of any such proposed modification has been given to the Transaction Security Trustee;
- (B) the Base Rate Modification Certificate or the Interest Rate Swap Rate Modification Certificate, as applicable, in relation to such modification is provided to the Transaction Security Trustee and the Agents (with the right to rely on the relevant certificate) both at the time the Transaction Security Trustee and the Agents are notified of the proposed modification in accordance with sub-paragraph (A) above and on the date that such modification takes effect;
- (C) the consent of each Beneficiary (other than the Noteholders) which is party to the relevant Transaction Document (with respect to a Base Rate Modification or a Swap Rate Modification, any Transaction Document proposed to be amended by such Base Rate Modification or Interest Swap Rate Modification, as applicable) or which has a right to consent to such modification pursuant to the provisions of the relevant Transaction Document has been obtained;
- (D) the person who proposes such modification (being, in the case of a Base Rate Modification or an Interest Rate Swap Rate Modification, the Servicer) pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Issuer and the Transaction Security Trustee and each other applicable party including, without limitation, any of the Agents and the Account Bank, in connection with such modifications;
- (E) the Issuer certifies in writing to the Transaction Security Trustee that it has notified each Rating Agency of the proposed modification and, in its reasonable opinion, formed on the basis of due consideration and consultation with each Rating Agency (including, as applicable, upon prior consultation with each Rating Agency), such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, respectively, or by each Rating Agency or (y) such Rating Agency placing the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, respectively, on rating watch negative (or equivalent); and
- (F) the Issuer has provided at least 30 days' prior written notice to the Noteholders of each Class of Notes of the proposed modification in accordance with Condition 13 (*Form of Notices*). If Noteholders representing at least 10 per cent. of the then Aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which the relevant Notes are held) that they do not consent to the proposed Base Rate Modification, then such Base Rate Modification will not be made unless a resolution of the Noteholders of the Most Senior Class of Notes has been passed in favour of such Base Rate Modification in accordance with Condition 12(a) by a qualified majority of the Noteholders of the Most Senior Class of Notes, provided that objections made in writing to the Issuer other than through the applicable clearing system must be accompanied by evidence

to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholders' holding of the Most Senior Class of Notes.

- (iii) For the avoidance of doubt, until such resolution is passed and until an Alternative Base Rate is determined accordingly, the Interest Determination Agent shall use (i) the rate per annum which the Interest Determination Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates communicated to the Interest Determination Agent by major banks in the Eurozone, selected by the Issuer (acting on the advice of the Servicer following consultation with the Interest Determination Agent), at approximately 11:00 a.m. (Brussels time) on such EURIBOR Determination Date for loans in euro to leading European banks for such Interest Period and in an amount that is representative for a single transaction in that market at that time or (ii), if the Interest Determination Agent is unable to make such determination for the relevant Interest Period in accordance with (i), the EURIBOR as determined on the last Interest Determination Date on which EURIBOR was still available. The Transaction Security Trustee shall not be obliged to agree to any modification under this Condition 12(b) which, in the sole opinion of the Transaction Security Trustee (acting reasonably) would have the effect of (a) exposing the Transaction Security Trustee to any liability against which it has not been indemnified and/or prefunded and/or secured to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, rights or indemnities, of the Transaction Security Trustee in the Transaction Documents and/or the Terms and Conditions of the Notes.
- (iv) The Issuer shall notify, or shall cause notice thereof to be given to, the Noteholders and the other Beneficiary of any such effected modifications in accordance with Condition 13 (*Form of Notices*).

**13. FORM OF NOTICES**

- (a) All notices to the Noteholders hereunder shall be either (i) delivered to Euroclear and Clearstream Luxembourg for communication by it to the Noteholders or (ii) made available for a period of not less than 5 Business Days but in any case only as long as any Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange on the following website: [www.luxse.com](http://www.luxse.com) or (iii) with respect to Securitisation Regulation Disclosure Requirements only, made available for a period of not less than 30 calendar days to the Repository pursuant to item (i) of this Condition 13(a) (*Form of Notices*) for such purpose.
- (b) Any notice referred to under Condition 13(a)(i) above shall be deemed to have been given upon delivery of such notice to Euroclear and Clearstream Luxembourg. Any notice referred to under Condition 13(a)(ii) and 13(a)(iii) above shall be deemed to have been given to all Noteholders on the day on which it is made available on the relevant website, *provided that* if so made available after 4:00 p.m. (Frankfurt time) it shall be deemed to have been given on the immediately following calendar day.
- (c) If any Notes are listed on any stock exchange other than the Luxembourg Stock Exchange, all notices to the Noteholders shall be published in a manner conforming to the rules of such stock exchange. Any notice shall be deemed to have been given to all Noteholders on the date of such publication conforming to the rules of such stock exchange.

14. **MISCELLANEOUS**

14.1. **Presentation Period**

The presentation period for the Global Notes provided in Section 801(1), first sentence, of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to five (5) years after the date on which the last payment in respect of the Notes represented by such Global Note was due.

14.2. **Replacement of Global Notes**

If any of the Global Notes is lost, stolen, damaged or destroyed, it may be replaced by the Issuer upon payment by the claimant of the costs arising in connection therewith. As a condition of replacement, the Issuer may require the fulfilment of certain conditions, the provision of proof regarding the existence of indemnification and or the provision of adequate collateral. In the event of any of the Global Notes being damaged, such Global Note shall be surrendered before a replacement is issued. If any Global Note is lost or destroyed, the foregoing shall not limit any right to file a petition for the annulment of such Global Note pursuant to the provisions of the laws of the Federal Republic of Germany.

14.3. **Governing Law**

The form and content of the Notes and all of the rights and obligations (including any non-contractual obligations) of the Noteholders and the Issuer under the Notes shall be governed in all respects by the laws of the Federal Republic of Germany.

14.4. **Jurisdiction**

The non-exclusive place of jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes shall be the District Court (*Landgericht*) in Frankfurt am Main. The Issuer hereby submits to the jurisdiction of such court. The German courts shall have exclusive jurisdiction over the annulment of the Global Notes in the event of their loss or destruction.

14.5. **Judicial Assertion**

Subject to the limitations set forth in Condition 3.2 (*Limited Recourse*), any Noteholder may in any proceedings against the Issuer, or to which such Noteholder and the Issuer are parties, protect and enforce in his own name its rights arising under such Notes on the basis of:

- (a) a statement issued by the Custodian Bank with whom such Noteholder maintains a securities account in respect of the Notes (i) stating the full name and address of the Noteholder, (ii) specifying the aggregate Note Principal Amount of Notes credited to such securities account on the date of such statement and (iii) confirming that the Custodian Bank has given written notice to the Clearing Systems containing the information set out under items (i) and (ii) which has been confirmed by the Clearing Systems; and
- (b) a copy of the Global Notes representing the Notes, certified as being a true copy by a duly authorised officer of the Clearing System or a depositary of the Clearing System, without the need for production in such proceedings of the actual records or the original Global Notes representing the Notes.

For the purposes of this Condition 14.5 (*Judicial Assertion*), "**Custodian Bank**" means any bank or other financial institution of recognised standing authorised to engage in security custody business (*Wertpapierverwahrungsgeschäft*) with which a Noteholder maintains a securities account in respect of the Notes and which maintains an account with the Clearing Systems, including the Clearing Systems. Each Noteholder may, without prejudice to the foregoing, protect or enforce its rights and claims arising from the Notes in any other way legally permitted in proceedings pursuant to the laws of the country in which proceedings take place. Section 797 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.

## OVERVIEW OF RULES REGARDING RESOLUTION OF NOTEHOLDERS

Pursuant to the Terms and Conditions of the Notes, the Noteholders of each Class may agree to amendments or decide on other matters relating to the respective Class by way of resolution to be passed by taking votes without a meeting.

In addition to the provisions included in the Terms and Conditions of the Notes, the rules regarding the solicitation of votes and the conduct of the voting by Noteholders within each Class, the passing and publication of resolutions as well as their implementation and challenge before German courts are set out in Schedule [6] to the Agency Agreement which is incorporated by reference into the Terms and Conditions. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz*), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

### Specific rules on the taking of votes without a meeting

The following is a brief summary of some of the statutory rules regarding the solicitation and conduct of the voting, the passing and publication of resolutions within each Class as well as their implementation and challenge before German courts.

With respect to each Class, the voting shall be conducted by the person presiding over the taking of votes ("**Chairperson**") who shall be (i) a notary appointed by the Issuer, (ii) the Noteholders' Representative if such a representative has been appointed for a specific Class and has solicited the taking of votes, or (iii) a person appointed by the competent court.

With respect to each Class, the notice for the solicitation of the votes shall specify the period within which votes may be cast. Such period shall not be less than seventy-two (72) hours. During such period, the Noteholders of the respective Class may cast their votes to the Chairperson. The notice for the solicitation of votes shall give details as to the prerequisites which must be met for votes to qualify for being counted.

With respect to each Class, the Chairperson shall determine each Noteholders' entitlement to vote on the basis of evidence presented and shall prepare a roster of the Noteholders of the relevant Class entitled to vote. Each Noteholder of the relevant Class who has taken part in the vote may request from the Issuer, for up to one year following the end of the voting period, a copy of the minutes for such vote and any annexes thereto.

Each Noteholder of the relevant Class who has taken part in the vote may object in writing to the result of the vote within two (2) weeks following the publication of the resolutions passed. The objection shall be decided upon by the Chairperson. If the Chairperson does not remedy the objection, the Chairperson shall promptly inform the objecting Noteholder of such Class in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting or appointed or removed the Chairperson, also the costs of such proceedings.

### Rules on Noteholders' Meetings under the German Act on Debt Securities

In addition to the aforementioned rules, the statutory rules applicable to Noteholders' meetings apply *mutatis mutandis* to any taking of votes by Noteholders of a Class without a meeting. The following summarises some of such rules.

Meetings of Noteholders of a Class may be convened by the Issuer and the Noteholders' Representative if such a representative has been appointed for such Class. Meetings of Noteholders of a Class must be convened if one or more Noteholders holding 5 per cent. or more of the outstanding Notes of the relevant Class so require for specified reasons permitted by statute.

Meetings may be convened not less than fourteen (14) calendar days before the date of the meeting. Attendance and voting at the meeting may be made subject to prior registration of Noteholders of the relevant Class. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German Issuer is the place of the Issuer's registered office, *provided*,

*however, that* where the relevant notes are listed on a stock exchange within European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

With respect to each Class, The convening notice must include relevant particulars and must be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Noteholder of the relevant Class may represented by proxy. A quorum exists if Noteholders representing by value not less than 50% of the outstanding Notes of the respective Class are present or represented at the meeting. If the quorum is not reached, a second meeting may be called at which quorum will be required, *provided that* where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25% of the principal amount of outstanding Notes of the relevant Class.

All resolutions adopted must be properly published. Resolutions which amend or supplement the Terms and Conditions of Notes of any Class certificated by one or more global notes must be implemented by supplementing or amending the relevant global note(s).

In insolvency proceedings instituted in Germany against the Issuer, the Noteholders' Representative of the respective Class, if appointed, is obliged and exclusively entitled to assert the Noteholders' rights under the Notes of such Class. Any resolutions passed by the Noteholders of a Class are subject to the provisions of the German Insolvency Code (*Insolvenzverordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions of the Notes of a specific Class, Noteholders of such Class may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.



## DEFINITIONS

Defined terms in this Prospectus and in the Transaction Documents are written in capital letters. The definitions can be found in "**SCHEDULE 1 DEFINITIONS**" to this Prospectus. Special defined terms for single agreements of the Transaction Documents or the Prospectus are defined in the single agreement or in the Prospectus respectively.

## THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT

The following sets out the main provisions of the Transaction Security Agreement. The full text of the Transaction Security Agreement (excluding any Schedules thereto) constitutes Appendix 2 to the Terms and Conditions and forms an integral part of the Terms and Conditions. The parties description, the text of the recitals and the schedules have been omitted from the following.

### 1. Definitions, Interpretation, No Liability, No Right to Petition and Governing Law

#### 1.1 Definitions

Unless otherwise defined herein or the context requires otherwise, capitalised terms used in this Agreement have the meanings ascribed to them in clause 1 of the Incorporated Terms Memorandum (the "**Incorporated Terms Memorandum**"), as amended and restated from time to time, which is dated on or about the date of this Agreement. In addition:

"**Mandate Letter**" means the mandate letter entered into between, *inter alia*, the Security Trustee and Santander Consumer Leasing GmbH dated [●].

#### 1.2 Interpretation

Terms in this Agreement, except where otherwise stated or the context otherwise requires, shall be interpreted in the same way as set forth in clause 2 of the Incorporated Terms Memorandum.

#### 1.3 No Liability and no Right to Petition and Limitation on Payments

Clause 3 (*No Liability and no Right to Petition and Limitation on Payments*) of the Incorporated Terms Memorandum applies to this Agreement, *mutatis mutandis*, as if set out in full in this Agreement.

#### 1.4 Notices

Clause 4 (*Notices*) of the Incorporated Terms Memorandum applies to this Agreement, *mutatis mutandis*, as if set out in full in this Agreement.

#### 1.5 Applicable law, Jurisdiction

Clause 7 (*Governing law, Jurisdiction*) of the Incorporated Terms Memorandum applies to this Agreement, *mutatis mutandis*, as if set out in full in this Agreement.

#### 1.6 Variations and Waivers

Clause 6 (*Variations and Waivers*) of the Incorporated Terms Memorandum applies to this Agreement, *mutatis mutandis*, as if set out in full in this Agreement.

### 2. Duties of the Transaction Security Trustee

This Agreement sets out the general rights and obligations of the Transaction Security Trustee which govern the performance of its functions under this Agreement. The Transaction Security Trustee shall perform the activities and services set out in this Agreement or contemplated to be performed by the Transaction Security Trustee pursuant to the terms of any other Transaction Document to which the Transaction Security Trustee is a party. Unless otherwise stated herein or in the Transaction Documents to which the Transaction Security Trustee is a party, the Transaction Security Trustee is not obliged to supervise or monitor the discharge by any person of its payment and other obligations arising from the Notes or any other relevant Transaction Documents or to carry out duties which are the responsibility of the Issuer or any other person which is a party to any Transaction Document.

### 3. Position of Transaction Security Trustee in relation to the Beneficiaries

- 3.1 The Transaction Security Trustee shall acquire and hold the security granted to it under this Agreement and exercise its rights (other than its rights under clauses 28 (*Fees*) to 31 (*Taxes*) of this Agreement) and discharge its duties under the Transaction Documents as a trustee (*Treuhänder*) for the benefit of the Beneficiaries.

Without prejudice to the Post-Enforcement Priority of Payments as set out in clause 23 (*Post-Enforcement Priority of Payments*), the Transaction Security Trustee shall exercise its duties under this Agreement with regard

- (a) as long as any of the Class A Notes are outstanding, only to the interests of the Class A Noteholders, and
  - (b) if no Class A Notes remain outstanding, only to the interests of the Class B Noteholders, and
  - (c) if no Class B Notes remain outstanding, only to the interests of the Class C Noteholders, and
  - (d) if no Class C Notes remain outstanding, only to the interests of the Class D Noteholders, and
  - (e) if no Class D Notes remain outstanding, only to the interests of the Class E Noteholders, and
  - (f) if no Class E Notes remain outstanding, only to the interests of the Class F Noteholders, and
  - (g) if no Notes remain outstanding, only to the interests of the Beneficiary ranking highest in the Post-Enforcement Priority of Payments to whom any amounts are owed.
- 3.2 This Agreement constitutes a genuine contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*) pursuant to Section 328 para 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) in respect of the obligations of the Transaction Security Trustee contained herein to act as trustee (*Treuhänder*) for the benefit of present and future Beneficiaries. The rights of the Issuer under the Transaction Documents in the event of an enforcement of the Transaction Security Trustee Claim pursuant to clause 4.2 (*Transaction Security Trustee Claim*) below shall remain unaffected.

### 4. Position of Transaction Security Trustee in relation to the Issuer

#### 4.1 Transaction Security Trustee as Beneficiary / Insolvency of Transaction Security Trustee

With respect to its own claims against the Issuer under this Agreement or otherwise, in particular with respect to any fees, and with respect to the Transaction Security Trustee Claim (as set out in clause 4.2 (*Transaction Security Trustee Claim*) below) the Transaction Security Trustee shall, in addition to the Beneficiaries be a secured party (*Sicherungsnehmer*) with respect to the Collateral (as defined in clause 7 (*Security Purpose*) below).

To the extent that the Assigned Security (as defined in clause 5.1 (*Assignment, transfer and pledge*) below) will be transferred to the Transaction Security Trustee for security purposes in accordance with clause 5 (*Transfer for Security Purposes of the Assigned Security*), in the event of insolvency proceedings being commenced in respect of the Transaction Security Trustee, any Note Collateral held by the Transaction Security Trustee shall be transferred by the Transaction Security Trustee to the relevant new Transaction Security Trustee appointed in accordance with this Agreement. The Issuer and each Beneficiary who is a party to this Agreement hereby undertakes to assign any claim for segregation (*Aussonderung*) it may have in an insolvency of the Transaction Security Trustee with respect to this Agreement and the Note Collateral to the relevant new Transaction Security Trustee appointed in accordance with this Agreement for the purposes set out herein.

#### 4.2 **Transaction Security Trustee Claim**

- (a) The Issuer hereby grants the Transaction Security Trustee a separate claim (the "**Transaction Security Trustee Claim**") entitling the Transaction Security Trustee to demand from the Issuer:
- (i) that any present or future, actual or contingent obligation of the Issuer in relation to any Noteholder under any Note be fulfilled when due; and
  - (ii) that any present or future, actual or contingent obligation of the Issuer in relation to any Beneficiary under any other Transaction Document to which the Issuer is a party be fulfilled when due.
- (b) The obligation of the Issuer to make payments to the relevant Beneficiary shall remain unaffected by the provisions of paragraph 4.2(a) above. The Transaction Security Trustee Claim may be enforced separately from the Beneficiary's claim in respect of the same payment obligation of the Issuer. The Transaction Security Trustee agrees with the Issuer and the other Beneficiaries to pay any sums received from the Issuer pursuant to this clause 4.2 (*Transaction Security Trustee Claim*) to the relevant Beneficiaries in accordance with the Post-Enforcement Priority of Payments (as such term is defined in clause 23 (*Post-Enforcement Priority of Payments*)) upon the occurrence of an Issuer Event of Default; the relevant Transaction Secured Obligation shall only be deemed fulfilled when the payment due has been made by the Transaction Security Trustee to the relevant Beneficiary.

#### 5. **Transfer for Security Purposes of the Assigned Security**

##### 5.1 **Assignment, transfer and pledge**

The Issuer hereby assigns and transfers the following rights and claims (including any contingency rights (*Anwartschaftsrechte*) to such rights and claims) to the Transaction Security Trustee for the security purposes set out in clause 7 (*Security Purpose*) (*Sicherungsabtretung* or *Sicherungsübereignung*, as the case may be):

- (a) all Purchased Lease Receivables together with any assignable Related Lease Collateral and all rights, claims and interests relating thereto;
- (b) title (*Sicherungseigentum*) to the related Leased Vehicles for the respective Purchased Lease Receivable;
- (c) all rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Seller or the Servicer and/or any other party pursuant to or in respect of the Lease Receivables Purchase Agreement or the Servicing Agreement, including all rights of the Issuer relating to any additional security;
- (d) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to or from or in relation to the Lender and/or any other party pursuant to or in respect of the Seller Loan Agreement;
- (e) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Joint Lead Managers and/or any other party pursuant to or in respect of the Subscription Agreement;
- (f) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to a third party pursuant to or in respect of the sale to such third party of Defaulted Lease Receivables;
- (g) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Account Bank and/or the Cash Administrator and/or any other party pursuant to or in respect of the Accounts Agreement;

- (h) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Data Trustee and/or any other party pursuant to or in respect of the Data Trust Agreement;
- (i) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Principal Paying Agent and/or the Calculation Agent and/or the Interest Determination Agent and/or Cash Administrator pursuant to the Agency Agreement;
- (j) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to the Corporate Administrator and/or any other party pursuant to or in respect of the Corporate Administration Agreement; and
- (k) all present and future rights, claims and interests in or in relation to any amounts standing to the credit of any account of the Issuer which may be opened in replacement of any of the Accounts,

in each case 5.1(a) to 5.1(j) including any and all related non-ancillary (*selbständige*) and ancillary (*unselbständige*) rights to determine unilaterally legal relationships (*Gestaltungsrechte*), including any termination rights (*Kündigungsrechte*) (together, the "**Assigned Security**").

The Issuer hereby pledges (*Verpfändung*) to the Transaction Security Trustee for the security purposes set out in clause 7 (*Security purpose*) all its present and future claims under each of the Accounts (the "**Account Pledge**"). The Issuer informed the Account Bank on the Account Pledge and the Account Bank confirmed receipt of such notification in the Accounts Agreement.

The rights of the Transaction Security Trustee under Section 402 of the German Civil Code (*Bürgerliches Gesetzbuch*) to receive from the Seller information and/or documents is limited to the extent that such demand does not result in a violation of the Secrecy Rules. Otherwise, the Seller shall deliver such information to the Issuer in encrypted form and shall deliver to the Data Trustee the relevant Portfolio Decryption Key(s), who may in turn release such Portfolio Decryption Key(s) only in accordance with clause 5 (*Release of the Portfolio Decryption Key*) of the Data Trust Agreement.

The Issuer hereby covenants in favour of the Transaction Security Trustee that the Issuer will assign and/or transfer any future assets received by it as security for any of the foregoing or otherwise in connection with the Transaction Documents which are governed by German law, in particular such assets which it receives from any of its counterparties in relation to any of such Transaction Documents as collateral for the obligations of such counterparty towards the Issuer, to the Transaction Security Trustee. The Issuer shall perform such covenant in accordance with the provisions of any Transaction Document.

5.2 The Transaction Security Trustee hereby accepts the assignment and the transfer of the Assigned Security, the Account Pledge and any security related thereto and the covenants of the Issuer hereunder.

5.3 The existing Assigned Security shall pass over to the Transaction Security Trustee on the date on which this Agreement becomes effective, and any future Assigned Security shall directly pass over to the Transaction Security Trustee at the date on which such Assigned Security arises, and in each case at the earliest at the time at which the Issuer has acquired the rights and claims of which the Assigned Security consists.

The Issuer undertakes to assign and/or transfer to the Transaction Security Trustee, on the terms and conditions and for the purposes set out herein, any rights and claims under any further agreements relating to the Transaction Documents upon execution of such documents.

The Issuer shall create security for the benefit of the Beneficiaries in all its present and future rights, claims and interests which the Issuer is now or becomes thereafter entitled to from or in relation to

the Interest Rate Swap Counterparty and/or any other party pursuant to or in respect of the Swap Agreement pursuant to the English Security Deed in accordance with English law.

- 5.4 To the extent that title to the Assigned Security cannot be transferred by mere agreement between the Issuer and the Transaction Security Trustee as effected in the foregoing clauses 5.1 to 5.3, in particular but not limited to security title (*Sicherungseigentum*) of the Leased Vehicles, the Issuer and the Transaction Security Trustee hereby agree with respect to all Purchased Lease Receivables that:
- (a) the delivery (*Übergabe*) necessary to effect the transfer of title for security purposes with regard to any movable Related Lease Collateral and the Leased Vehicles and any contingency rights (*Anwartschaftsrechte*) to the ownership title in relation to such movable Related Lease Collateral, if any, the Leased Vehicles with regard to any subsequently inserted parts thereof or with regard to any subsequently arising co-owner's interest, is hereby replaced in that the Issuer and the Transaction Security Trustee hereby agree that the Issuer hereby assigns to the Transaction Security Trustee all claims, present or future, to request transfer of possession (*Abtretung aller Herausgabeansprüche gemäß Section 931 Bürgerliches Gesetzbuch*) against any third party (including any Lessees, Seller or (if different) Servicer) which is in the direct possession (*unmittelbarer Besitz*) or indirect possession (*mittelbarer Besitz*) of the movable Related Lease Collateral or the Leased Vehicles. In addition to the foregoing it is hereby agreed that the Issuer shall, in the event that (but only in the event that) the movable Related Lease Collateral or the Leased Vehicles is in the Issuer's direct possession (*unmittelbarer Besitz*), hold possession as fiduciary (*treuhänderisch*) on behalf of the Transaction Security Trustee and shall grant the Transaction Security Trustee indirect possession (*mittelbarer Besitz*) of the Related Lease Collateral and the Leased Vehicles by keeping it with due care free of charge (*als Verwahrer*) and separate from other assets owned by it for the Transaction Security Trustee until revoked (*Besitzkonstitut*);
  - (b) any notice to be given in order to effect transfer of title in the Assigned Security shall immediately be given by the Issuer in such form as the Transaction Security Trustee requires and the Issuer hereby agrees that if it fails to give such notice, the Transaction Security Trustee is hereby irrevocably authorised to give such notice on behalf of the Issuer;
  - (c) any other thing to be done or form or registration to be effected to perfect a first priority security interest in the Assigned Security for the Transaction Security Trustee in favour of the Beneficiaries shall be immediately done and effected by the Issuer at its own costs; and
  - (d) the Issuer shall provide any and all necessary details in order to identify the movable Related Lease Collateral and the Leased Vehicles title to which has been transferred hereunder from the Issuer to the Transaction Security Trustee as contemplated herein in respect of the initial purchase of Lease Receivables at the latest on the date on which this Agreement becomes effective and, in the case of any Related Lease Collateral and the Leased Vehicles transferred on each subsequent Purchase Date, at the latest on the date on which the purchase of the relevant Receivable becomes effective.

The Transaction Security Trustee hereby accepts such assignment and transfer.

The transfer of title for security purposes to the Leased Vehicles is subject to the resolatory condition (*auflösende Bedingung*) of the occurrence of a termination of a Lease Contract including, without limitation:

- (a) that all Purchaser's current and future claims against the Seller and the Servicer arising in connection with the related Purchased Lease Receivables have been settled; or
- (b) the termination of the Lease Contract relating to such Leased Vehicle.

If new parts are added to or replaced in any Leased Vehicle, the ownership of which has been transferred for security purposes, they shall, as a result of their incorporation, come into the

ownership of the Transaction Security Trustee for security purposes. The aforementioned rule shall apply to accessories, *mutatis mutandis*, except to assets owned by the respective Lessee. The Transaction Security Trustee shall act in this respect in both the interests of Santander Consumer Leasing GmbH and the interests of the Issuer. Accordingly, Santander Consumer Leasing GmbH and the Issuer shall, in the event of payments in respect of the Leased Vehicles, participate in the enforcement or realisation proceeds and shall, to such extent, acquire direct and independent claims against the Security Trustee. For the purposes of the enforcement or sale of the Leased Vehicles, the Servicer shall be authorised to dispose (*verfügen*) of the Leased Vehicles.

#### 5.5 Assignment of Claims under Account Relationship

If an express or implied current account relationship (*echtes oder unechtes Kontokorrentverhältnis*) exists or is later established between the Issuer and a third party, the Issuer hereby assigns to the Transaction Security Trustee (without prejudice to the generality of the provisions in clauses 5.1(a) to 5.1(j) (*Assignment, transfer and pledge*)) the right to receive a periodic account statement and the right to receive payment of present or future balances and the right to demand the drawing of a balance (including a final net balance determined upon the institution of any insolvency proceedings in respect of the assets of the Issuer), as well as the right to terminate the current account relationship and the right to receive payment of the closing net balance upon termination. The Issuer shall notify the Transaction Security Trustee of any future current account relationship it enters into in accordance with the Transaction Documents.

#### 5.6 Acknowledgement of Assignment/Transfer

All parties to this Agreement hereby acknowledge that the rights and claims of the Issuer which constitute the Assigned Security and the Account Pledge and which have arisen under contracts and agreements between the Issuer and the parties hereto and which are owed by such parties, are assigned, transferred and/or pledged to the Transaction Security Trustee and that the Issuer is entitled to continue to exercise and collect such rights and claims only in accordance with the provisions of, and subject to, the restrictions contained in this Agreement. For the avoidance of doubt, upon notification to any party hereto by the Transaction Security Trustee in respect of the occurrence of an Issuer Event of Default, the Transaction Security Trustee solely shall be entitled to exercise the rights of the Issuer under the Transaction Documents referred to in clauses 5.1(a) to 5.1(j), including, without limitation, the right to give instructions to each such party pursuant to the relevant Transaction Document and each party hereto agrees to be bound by such instructions of the Transaction Security Trustee given pursuant to the relevant Transaction Document to which such party is a party.

#### 5.7 Non-Transferable Related Lease Collateral

If and to the extent that a Related Lease Collateral is not assignable and transferrable for what reason so ever, such Related Lease Collateral is held fiducially (*treuhänderisch*) for account and on behalf of the Issuer by the Seller and shall be held for account and on behalf of the Transaction Security Trustee by the Seller for the security purposes set out in clause 7 (*Security Purpose*) with the priority effect against the Issuer. The regulations of the Agreement which refer to the assignment and transfer of Related Lease Collateral apply to such non-transferable and assignable Related Lease Collateral correspondingly. The Issuer, the Seller and the Transaction Security Trustee agree to the agreement relating to non-transferable Related Lease Collateral.

### 6. Pledge

6.1 The Issuer hereby pledges (*Verpfändung*) to the Transaction Security Trustee all its present and future claims against the Transaction Security Trustee arising under this Agreement as well as its present and future claims under the Accounts Agreement, which have not yet been transferred for security purposes under clause 5.1.

6.2 The Issuer hereby gives notice to the Transaction Security Trustee of such pledge and the Transaction Security Trustee hereby confirms receipt of such notice. The Transaction Security

Trustee is under no obligation to enforce any claims of the Issuer against the Transaction Security Trustee pledged to the Transaction Security Trustee pursuant to this clause 6.2.

## 7. Security Purpose

The assignment, transfer and pledge for security purposes of rights and claims pursuant to clause 5 (*Transfer for Security Purposes of the Assigned Security*) and the pledge pursuant to clause 6 (*Pledge*) (and the Assigned Security together with such pledges and any other security interests granted by the Issuer to the Transaction Security Trustee pursuant to the English Security Deed are referred to herein as the "**Note Collateral**") serve to secure the Transaction Security Trustee Claim.

In addition, the assignment, the transfer and the pledge for security purposes of the Note Collateral is made for the purpose of securing the due payment and performance by the Issuer of any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Issuer to the Noteholders under the Notes and the other Beneficiaries or any of them (including any Replacement Beneficiary following a transfer or assignment, accession, assumption of contract (*Vertragsübernahme*) or novation of certain rights and obligations in accordance with the relevant provision of the relevant Transaction Documents) under or in connection with any of the Transaction Documents, as each may be amended, novated, supplemented or extended from time to time (the "**Transaction Secured Obligations**"), and which Transaction Secured Obligations shall, for the avoidance of doubt, include, without limitation, (i) any fees to be paid by the Issuer to any Beneficiary in connection with the Transaction Documents irrespective of whether such fees are agreed or determined in such Transaction Documents or in any fee arrangement relating thereto, (ii) any obligations incurred by the Issuer on, as a consequence of or after the opening of any insolvency proceedings and (iii) any potential obligations on the grounds of any invalidity or unenforceability of any of the Transaction Documents, in particular claims on the grounds of unjustified enrichment (*ungerechtfertigter Bereicherung*).

## 8. Collection Authorisation; Further Transfer

### 8.1 Collection Authorisation

- (a) The Issuer shall be authorised (*ermächtigt*) to collect or, have collected in the ordinary course of business or otherwise exercise or deal with (which term shall, for the avoidance of doubt, include the enforcement of any security) the rights assigned and transferred for security purposes under clause 5 (*Transfer for Security Purposes of the Assigned Security*) and the rights pledged pursuant to clause 6 (*Pledge*).
- (b) Without affecting the generality of paragraph 8.1(a), it is hereby agreed that the Transaction Security Trustee consents to the assignments, transfers and/or releases by the Issuer (or by the Servicer on behalf of the Issuer) of Purchased Lease Receivables and Related Lease Collateral to any third party in accordance with the Credit and Collection Policy and the release by the Servicer of any Related Lease Collateral in accordance with the Lease Receivables Purchase Agreement and/or the Servicing Agreement.
- (c) The authority and consents provided in paragraphs 8.1(a) and 8.1(b) above, are deemed to be granted only to the extent that the Transaction Security Trustee procures that the obligations of the Issuer are fulfilled in accordance with the applicable Pre-Enforcement Priority of Payments, Condition 7.2 (*Amortisation*) of the Terms and Conditions and the requirements under this Agreement.
- (d) The authority and consents contained in paragraphs 8.1(a) and 8.1(b) may be revoked by the Transaction Security Trustee if, in the Transaction Security Trustee's opinion, such revocation is necessary in order to avoid an adverse effect on the Note Collateral or their value which the Transaction Security Trustee considers material, and the Transaction Security Trustee gives notice thereof to the Issuer and the Seller. The authority and consents contained in paragraphs 8.1(a) and 8.1(b) shall automatically terminate upon the occurrence of an Issuer Event of Default, but with respect to the Servicer and the Seller only upon notice thereof to the Seller and the Servicer (as the case may be).



## 8.2 **Transfer Authorisation**

The Transaction Security Trustee shall be authorised to transfer the Assigned Security in the event that the Transaction Security Trustee is replaced and the Note Collateral is to be transferred to the new Transaction Security Trustee pursuant to clauses 33.1 (*Resignation*) and 34.1 (*Transfer of Note Collateral*). In any event the Issuer shall be entitled to retain an amount of up to EUR 500 in each calendar year for its free disposal from the Note Collateral.

## 9. **Enforcement and Enforceability**

The Note Collateral shall be enforced upon an Issuer Event of Default in accordance with clause 18 (*Enforcement of Note Collateral*).

## 10. **Release of Note Collateral**

As soon as the Transaction Security Trustee is satisfied that the Issuer has fully performed all obligations secured by this Agreement and to the extent the Note Collateral has not been previously released pursuant to this Agreement, the Transaction Security Trustee shall promptly transfer back to the Issuer or to the Issuer's order the Note Collateral assigned and/or transferred to it under this Agreement. The Transaction Security Trustee will however comply with mandatory statutory collateral release obligations.

## 11. **Representations of the Issuer with Respect to Note Collateral, Covenants**

- 11.1 The Issuer hereby represents and warrants to and covenants with the Transaction Security Trustee that the Transaction Security Trustee (in the Transaction Security's own name and on behalf of the Beneficiaries) has (and will have, insofar as future rights and claims are concerned) full and unaffected title to the Note Collateral and any related security thereto which is assigned, transferred or pledged hereby and that such Note Collateral and such related security is (and will be insofar as future rights and claims are concerned) free and clear from any encumbrances and adverse rights and claims of any third parties, always subject only to the rights and encumbrances created under this Agreement and the English Security Deed.
- 11.2 The Issuer hereby represents and warrants to the Transaction Security Trustee (in the Transaction Security Trustee's own name and on behalf of the Beneficiaries), that, as of the date of execution of this Agreement, the Issuer has the corporate power and the authority to enter into this Agreement and that all necessary corporate action has been taken and the validity and enforceability of this Agreement is not subject to any restriction of any kind, consent or other requirement or condition, that has not been satisfied at the date of execution of this Agreement (save that enforceability may be limited by bankruptcy, insolvency or other similar proceedings with respect to the Issuer or by general principles of good faith (*Treu und Glauben*)).
- 11.3 The Issuer shall be liable (without prejudice to clause 1.3 (*No Liability and No Right to Petition and Limitation on Payments*)) to pay damages (*Schadensersatz wegen Nichterfüllung*) in the event that any Note Collateral transferred for security purposes in accordance with this Agreement proves to be invalid or if the transfer itself proves to be invalid.
- 11.4 The Issuer hereby covenants with the Transaction Security Trustee to notify the Transaction Security Trustee of the issue of any Notes within ten (10) Business Days from the date of issue thereof by way of notice in substantially the form set out in Schedule 1 (*Form of Note Identification Notice*) to this Agreement.
- 11.5 The Issuer shall obtain and keep all required licenses, approvals, authorisations and consents which are necessary or desirable in connection with the performance of this Agreement and procure that any of its agents obtains and maintain any such license.
- 11.6 The Issuer hereby covenants with the Transaction Security Trustee not to engage in any active portfolio management of the Purchased Lease Receivables on a discretionary basis within the meaning of Article 20(7) of the Securitisation Regulation.

## 12. Representations and Warranties of the Transaction Security Trustee and Beneficiaries

- 12.1 The Transaction Security Trustee hereby represents and warrants to the other parties that it is a company duly organised and registered under the laws of the United Kingdom, and has full corporate power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and the obligations expressly imposed upon it under this Agreement and the other Transaction Documents to which it is a party and has taken all necessary corporate action to authorise this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement on the terms and conditions hereof, and all obligations required under this Agreement.
- 12.2 It is hereby agreed (without prejudice to the other provisions of this Agreement, and in particular clauses 33 (*Replacement of Transaction Security Trustee*) and 34.1 (*Transfer of Note Collateral*) hereof) that, in the event that any grounds for terminating the appointment of the Transaction Security Trustee under this Agreement pursuant to clauses 32 (*Resignation*) or 33 (*Replacement of Transaction Security Trustee*) exist or come into existence, or if the Transaction Security Trustee does not possess any authorisation, registration or licence which is required for the performance of its duties and obligations hereunder, the Transaction Security Trustee shall, without undue delay remedy any such grounds, obtain such authorisations, registrations and licences and any other obligations of the Transaction Security Trustee and the other provisions of this Agreement shall not be affected by the Transaction Security Trustee failing to remedy such grounds or to have obtained such authorisations, registrations or licences.
- 12.3 Each Beneficiary (other than the Transaction Security Trustee) who is a party to this Agreement hereby represents and warrants that, as of the date of execution of this Agreement, it has the corporate power and the authority to enter into this Agreement and that all necessary corporate action has been taken and the validity and enforceability of this Agreement is not subject to any restriction of any kind, consent or other requirement or condition on the part of such Beneficiary, that has not been satisfied as of the date of execution of this Agreement.

## 13. Receipt and Custody of Documents; Notices

- 13.1 The Transaction Security Trustee shall take delivery of and keep in custody the documents which are delivered to it under the Transaction Documents (if any) and shall:
- (a) keep such documents for one year after the termination of this Agreement; or
  - (b) forward the documents to the New Transaction Security Trustee if the Transaction Security Trustee is replaced in accordance with clauses 33 (*Replacement of Transaction Security Trustee*) and 34 (*Transfer of Note Collateral*) hereof.
- 13.2 In the event that the Transaction Security Trustee becomes aware of any variations in writing of the Transaction Documents, it shall immediately give notice thereof to the Rating Agencies.

## 14. Consent of the Transaction Security Trustee

If the Issuer requests that the Transaction Security Trustee grants its consent pursuant to clause 39 (*Actions of the Issuer Requiring Consent*) hereof, the Transaction Security Trustee may grant or withhold the requested consent at its discretion taking into account what the Transaction Security Trustee believes to be the interests of the Beneficiaries, giving due regard to the provisions of clause 32.1 (*Security*). In any event, the Transaction Security Trustee shall give such consent if (regardless of whether the relevant action could, in the professional judgement of the Transaction Security Trustee, be materially prejudicial (*wesentlich nachteilig*) to the Beneficiaries) (i) the Transaction Security Trustee or the Issuer has notified each Rating Agency of such proposed action and (ii) one or more Noteholders representing at least 66 2/3 per cent. of the then Aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes (or, if no Notes remain outstanding, one or more Beneficiaries representing 51 per cent. of the then outstanding aggregate amount owed to all Beneficiaries) have given their consent to such action, it being understood that the Transaction Security Trustee shall have no obligation to request such confirmation nor to make such notification

and further being understood that the Transaction Security Trustee shall not in any circumstances be responsible for any losses, costs, damages, claims, expenses or inconvenience that may result from the exercise or non-exercise of its discretion, unless such losses, costs, damages, claims or expenses result directly from the gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of the Transaction Security Trustee. Without prejudice to clause 30 hereof, the Transaction Security Trustee shall not be required to take any action pursuant to this clause 14, whether or not pursuant to written instructions, if such action is contrary to this Agreement or applicable law.

**15. Breach of Obligations by the Issuer**

15.1 If the Transaction Security Trustee in the course of its activities obtains knowledge that the existence or the value of the Note Collateral is at risk due to any failure of the Issuer properly to discharge its obligations under this Agreement or the other Transaction Documents to which it is a party, the Transaction Security Trustee shall be authorised, at its discretion and subject to clause 15.2 below, to take or initiate all actions which in the opinion of the Transaction Security Trustee are desirable or expedient to avert such risk. To the extent that the Issuer, in the opinion of the Transaction Security Trustee, does not duly discharge its obligations pursuant to clause 34 (*Transfer of Note Collateral*) in respect of the Note Collateral, the Transaction Security Trustee shall in particular be authorised and obliged to exercise all rights arising under the relevant Transaction Documents on behalf of the Issuer.

15.2 The Transaction Security Trustee shall only be obliged to intervene in accordance with clause 15.1 if, and to the extent that, it is satisfied that it will be fully indemnified and/or secured or pre-funded (either by reimbursement of costs, its ranking under the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments (as applicable) or in any other way it deems appropriate) against all costs and expenses resulting from its activities (including fees for retaining counsel, banks, auditors or other experts as well as the expenses of retaining third parties to perform certain duties) and against all liabilities (except for liabilities which arise from its own negligence, wilful misconduct (*Vorsatz*) or fraud (*Betrug*)), obligations and attempts to bring any action in or outside court. clause 34 (*Standard of Care for Liability*) shall remain unaffected.

**16. Further Obligations**

16.1 The Transaction Security Trustee shall perform its tasks and obligations under the other Transaction Documents to which it is a party in accordance with this Agreement.

16.2 The Transaction Security Trustee shall, unless otherwise provided for under this Agreement, decide on any consents or approvals to be given by it pursuant to the other Transaction Documents in its reasonable discretion in accordance with this Agreement (in particular clauses 14 (*Consent of the Security Trustee*) and 35 (*General*) hereof).

16.3 The Transaction Security Trustee hereby authorises the Issuer to re-assign any Purchased Lease Receivable (or the affected portion thereof) and any Related Lease Collateral relating thereto to the Seller in relation to which the Issuer has received a Deemed Collection pursuant to clause 15.1 (*Deemed Collections*) of the Lease Receivables Purchase Agreement.

**17. Power of Attorney and Further Assurance**

17.1 The Issuer hereby grants the Transaction Security Trustee power of attorney, waiving, to the fullest extent permitted under applicable law, the restrictions of section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and any similar restrictions under the laws of any other countries, with the right to grant substitute power of attorney, to act in the name of the Issuer with respect to all rights of the Issuer arising under the Transaction Documents (except for the rights *vis-à-vis* the Transaction Security Trustee). Such power of attorney shall be irrevocable.

17.2 The power of attorney shall expire as soon as a New Transaction Security Trustee has been appointed pursuant to clauses 32 (*Resignation*) or 33 (*Replacement of Transaction Security Trustee*) and the Issuer has issued a power of attorney to such New Transaction Security Trustee having the same content as the power of attorney previously granted in accordance with the provisions of this

clause 17 (*Power of attorney*). The Transaction Security Trustee shall only act under this power of attorney in relation to the exercise of its rights and obligations under this Agreement.

- 17.3 The Issuer shall from time to time execute and do all such things as the Transaction Security Trustee may require for perfecting or protecting the security created or intended to be created pursuant to this Agreement, and at any time after the Transaction Security becomes enforceable, the Issuer shall execute and do all such things as the Transaction Security Trustee may require in respect of the facilitation of the enforcement, in whole or in part, of the Transaction Security and the exercise of all powers, authorities and discretionary rights vested in the Transaction Security Trustee, including, without limitation, to make available to the Transaction Security Trustee copies of all notices to be given in accordance with the Conditions, to notify the Transaction Security Trustee of all amendments to the Transaction Documents and to make available to the Transaction Security Trustee, upon request by the Transaction Security Trustee, all information required by the Transaction Security Trustee to perform its obligations under this Agreement.

## 18. Enforcement of Note Collateral

### 18.1 Issuer Event of Default

The Note Collateral shall be subject to enforcement upon the occurrence of an Issuer Event of Default, however, for the enforcement of any pledge the maturity of such pledge (*Pfandreife*) shall be met in addition to the occurrence of an Issuer Event of Default. The Transaction Security Trustee shall promptly, upon obtaining actual knowledge of an Issuer Event of Default, give notice thereof to the Noteholders pursuant to clause 18.3 (*Notifications*) and the Rating Agencies pursuant to clause 1.4 (*Notices*).

### 18.2 Enforcement of Note Collateral

Upon being notified by any person of the occurrence of an Issuer Event of Default or otherwise obtaining actual knowledge thereof, the Transaction Security Trustee shall subject to it being indemnified and/or secured or pre-funded to its satisfaction enforce or cause enforcement of the Note Collateral in a manner determined at its reasonable discretion, subject to clause 18.3 (*Notification*) and clause 29 (*Right to Indemnification*).

### 18.3 Notification

Within fifteen (15) calendar days of the Transaction Security Trustee's obtaining knowledge of the occurrence of an Issuer Event of Default, the Transaction Security Trustee shall give notice to the Noteholders and the other Beneficiaries pursuant to clause Condition 13 (*Notices*) and clause 1.4 (*Notices*) with a copy to the Rating Agencies, specifying the manner in which it intends to enforce the Note Collateral (in particular, whether it intends to sell the Note Collateral) and apply the proceeds from such enforcement to satisfy the obligations of the Issuer, subject to the Post-Enforcement Priority of Payments (as such term is defined in clause 23 (*Post-Enforcement Priority of Payments*)). If, within thirty (30) calendar days of the publication of such notice, the Transaction Security Trustee receives written notice (i) from one or more Noteholders of the then Most Senior Class of Notes representing at least 51 per cent. of the Aggregate Outstanding Note Principal Amount of such then Most Senior Class of Notes outstanding or (ii) if no Notes remain outstanding, the other Beneficiaries representing at least 51 per cent. of the aggregate outstanding amount owed to all Beneficiaries have notified such objection to the Transaction Security Trustee, and (i) the Noteholders of the then Most Senior Class of Notes representing at least 51 per cent. of the Aggregate Outstanding Note Principal Amount of such then Most Senior Class of Notes outstanding or (ii) if no Notes remain outstanding, any other Beneficiary or Beneficiaries representing at least 51 per cent. of the aggregate outstanding amount owed to all Beneficiaries, have not proposed (either together with such objection or within thirty (30) calendar days thereafter) to the Transaction Security Trustee an alternative action or have instructed the Transaction Security Trustee to propose alternative action, the Transaction Security Trustee shall be free to decide in its own discretion whether and what action to take provided that such action has not previously been objected to as herein contemplated. If the Transaction Security Trustee receives a written notice (i) the Noteholders

of the then Most Senior Class of Notes representing at least 51 per cent. of the Aggregate Outstanding Note Principal Amount of such then Most Senior Class of Notes outstanding or (ii) if no Notes remain outstanding, from any other Beneficiary or Beneficiaries representing at least 51 per cent. of the aggregate outstanding amount owed to all Beneficiaries, proposing a manner to enforce the Note Collateral, the Transaction Security Trustee shall undertake such action. The Transaction Security Trustee shall, however, not be obliged to undertake any action under this clause 18.3 other than notification of the Noteholders of the occurrence of an Issuer Event of Default if (and as long as) it has requested from the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders or the other Beneficiaries (as the case may be) requesting such action, an undertaking for full indemnification of the Transaction Security Trustee against any damages, losses, costs and expenses which might arise from such action and no such undertaking has been granted to it.

#### 18.4 **Indemnification**

For the avoidance of doubt, the Transaction Security Trustee shall not be obliged to undertake any action required to be taken in accordance with an enforcement instruction (other than notification thereof pursuant to clause 18.3 (*Notification*)) unless it is fully indemnified or secured or pre-funded to its satisfaction in accordance with clause 30.2 (*Right to Indemnification*).

#### 19. **Enforcement and Sale of the Leased Vehicles**

The Leased Vehicles the ownership of which has been transferred for security purposes (*Sicherungseigentum*) to the Transaction Security Trustee shall, following expiry or termination of the underlying Lease Contract, be enforced by the Transaction Security Trustee or by agents of the Transaction Security Trustee (including Santander Consumer Leasing GmbH), as follows:

- (a) To the extent no Servicer Termination Event have occurred but upon the occurrence of a prematurely ending of the Lease Contracts prior to the contractual lapse of contract (*Ablauf der regulären, ursprünglich vereinbarten Leasingdauer*), Santander Consumer Leasing GmbH shall sell the Leased Vehicles in accordance with provisions of the Servicing Agreement. The realisation proceeds resulting from either such sale will be allocated to the Issuer in accordance with clause 19(c) below.
- (b) Following the occurrence of a Servicer Termination Event, the Transaction Security Trustee shall be free to sell or have sold the Leased Vehicles to any third party. Proceeds resulting from such sale shall be allocated to the Issuer by the Transaction Security Trustee in accordance with clause 19(c) below.
- (c) The Issuer's portion of the realisation proceeds from the sale of a Leased Vehicle according to clauses (a) or (b) above shall be the Issuer's Pro-Rata Share.

#### 20. **Payments upon Occurrence of an Issuer Event of Default**

Upon the occurrence of an Issuer Event of Default:

- (a) The Note Collateral may be exercised, collected, claimed and enforced exclusively by the Transaction Security Trustee.
- (b) The Transaction Security Trustee shall deposit the proceeds of any enforcement which it receives in the Transaction Account held in the name of the Issuer (but only to the extent that valid security has been created in favour of it under this Agreement) or, in the event that the Transaction Security Trustee has opened a Transaction Account in its own name in accordance with the Accounts Agreement which is held by the Transaction Security Trustee as a trust account (*Treuhandkonto*) for the benefit of the Noteholders and the other Beneficiaries, into such trust account.
- (c) The Transaction Security Trustee shall not be required to make payments on the obligations of the Issuer if, and as long as, in the opinion of the Transaction Security Trustee, there is

a risk that such payment will jeopardise the fulfilment of any later maturing obligation of the Issuer ranking with senior priority pursuant to and in accordance with the Post-Enforcement Priority of Payments (as such term is defined in clause 23 (*Post-Enforcement Priority of Payments*)).

- (d) The Transaction Security Trustee shall make payments out of the proceeds of any enforcement of Note Collateral in accordance with clause 23.2 (*Post-Enforcement Priority of Payments*).
- (e) Subject to the Post-Enforcement Priority of Payments, after all Transaction Secured Obligations have been satisfied in full, the Transaction Security Trustee shall pay out any remaining amounts to the Issuer.

## 21. Continuing Duties

For the avoidance of doubt and without affecting general applicable law with respect to any continuing effect of any other provisions of this Agreement, it is hereby agreed that clauses 13 (*Receipt and Custody of Documents; Notices*) to 17 (*Power of Attorney*) shall continue to apply after the occurrence of an Issuer Event of Default.

## 22. Accounts

- 22.1 The Transaction Account of the Issuer set up and maintained pursuant to the Accounts Agreement and this Agreement shall be used for receipt of amounts relating to the Transaction Documents and for the fulfilment of the payment obligations of the Issuer. The Commingling Reserve Account of the Issuer set up and maintained pursuant to the Accounts Agreement shall be reserved for any Commingling Reserve Required Amount which is transferred to the Issuer by the Seller following the occurrence of a Commingling Reserve Trigger Event. The Liquidity Reserve Account of the Issuer set up and maintained pursuant to the Accounts Agreement shall be reserved for any Required Liquidity Reserve Amount which is transferred to the Issuer by the Seller upon the Closing Date. The Purchase Shortfall Account of the Issuer set up and maintained pursuant to the Accounts Agreement shall be reserved for any Purchase Shortfall Amount which is transferred by the Issuer during the Replenishment Period. The Swap Cash Collateral Account set up and maintained pursuant to the Accounts Agreement shall be reserved for any Swap Collateral transferred to the Issuer by the Interest Rate Swap Counterparty in accordance with the Swap Agreement. The Replacement Servicer Fee Reserve Account of the Issuer set up and maintained pursuant to the Accounts Agreement shall be reserved for any RSF Reserve Deposit Amount which is transferred to the Issuer by the RSF Reserve Depositor following the occurrence of a RSF Reserve Fund Trigger Event.
- 22.2 The Issuer shall ensure that all payments made to the Issuer are made by way of a bank transfer to or deposit in the Transaction Account or, in case of a transfer of the Commingling Reserve Required Amount, to the Commingling Reserve Account or, in case of a transfer of the Required Liquidity Reserve Amount, to the Liquidity Reserve Account or, in case of a transfer of the Purchase Shortfall Amount, to the Purchase Shortfall Account or, in case of Swap Collateral, to the respective Swap Collateral Account or, in case of a transfer of the RSF Reserve Deposit Amount, to the Replacement Servicer Fee Reserve Account. Should any amounts payable to the Issuer be paid in any way other than by deposit or bank transfer to the Transaction Account or, in case of the Commingling Reserve Required Amount, to the Commingling Reserve Account or, in case of the Required Liquidity Reserve Amount, to the Liquidity Reserve Account or, in case of the Purchase Shortfall Amount, to the Purchase Shortfall Account or, in case of Swap Collateral, the respective Swap Collateral Account or, in case of a transfer of the RSF Reserve Deposit Amount, to the Replacement Servicer Fee Reserve Account, the Issuer shall promptly credit such amounts to the Transaction Account. The Pre-Enforcement Interest Priority of Payments, the Pre-Enforcement Principal Priority of Payments and the Post-Enforcement Priority of Payments set out in clause 23 (*Post-Enforcement Priority of Payments*) shall remain unaffected.
- 22.3 The Issuer shall not open any new bank account in addition to or as a replacement of, the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the

Purchase Shortfall Account, the Replacement Servicer Fee Reserve Account or the Swap Collateral Account A and B, unless it has granted a security interest over any and all rights relating thereto to the Transaction Security Trustee under the relevant applicable law for the security purposes set out in clause 7 (*Security Purpose*), and only after having obtained the consent of the Transaction Security Trustee in accordance with this Agreement. For the avoidance of doubt, upon notification to the Account Bank by the Transaction Security Trustee in respect of the occurrence of an Issuer Event of Default and upon the maturity of the respective pledge (*Pfandreife*) being met, the Transaction Security Trustee shall be entitled to exercise the rights of the Issuer under the Accounts Agreement assigned to the Transaction Security Trustee in accordance with this Agreement and over the Accounts secured in favour of the Transaction Security Trustee in accordance with this Agreement, including, without limitation, the right to give instructions to the Account Bank pursuant to the Accounts Agreement.

23. **Post-Enforcement Priority of Payments**

23.1 Upon the occurrence of an Issuer Event of Default and prior to the full discharge of all Transaction Secured Obligations, any credit (other than (i) any interest earned on any balance credited to the Commingling Reserve Account, (ii) any interest earned on any balance credited to the Replacement Servicer Fee Reserve Account, (iii) any Swap Collateral and (iv) any interest earned on any balance credited on the Transaction Account, on the Commingling Reserve Account, on the Liquidity Reserve Account, on the Purchase Shortfall Account and on the Swap Collateral Account (including, for the avoidance of doubt, any account of the Transaction Security Trustee opened in accordance with the Accounts Agreement), and any proceeds obtained from the enforcement of the Note Collateral in accordance with clause 18 (*Enforcement of Note Collateral*) (together, "**Credit**") shall be applied exclusively in accordance with the post-enforcement priority of payments ("**Post-Enforcement Priority of Payments**") set out in clause 23.2 below.

23.2 Upon the occurrence of an Issuer Event of Default, on any Payment Date any Credit shall be applied in the following order towards fulfilling the payment obligations of the Issuer, in each case only to the extent payments of a higher priority have been made in full:

*first*, to pay any obligation of the Issuer with respect to tax under any applicable law (if any);

*second*, to pay any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due and payable in the ordinary course of business), expenses and other amounts due and payable to the Transaction Security Trustee under the Transaction Documents;

*third*, to pay *pari passu* with each other on a pro rata basis any Administrative Expenses;

*fourth*, solely to the extent that the funds standing to the credit of the Replacement Servicer Fee Reserve Account are insufficient to pay any Replacement Servicer Costs which are due and payable on such date, to pay such amounts to the Replacement Servicer;

*fifth*, to pay any amount due and payable to the Interest Rate Swap Counterparty under the Swap Agreement, other than any termination payment (as determined pursuant to the Swap Agreement) due and payable to the Interest Rate Swap Counterparty if an event of default has occurred under the Swap Agreement with respect to the Interest Rate Swap Counterparty;

*sixth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class A Notes;

*seventh*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;

*eighth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class B Notes;

*ninth*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class B Notes until the Aggregate Outstanding Note Principal Amount of the Class B Notes is reduced to zero;

*tenth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class C Notes;

*eleventh*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class C Notes until the Aggregate Outstanding Note Principal Amount of the Class C Notes is reduced to zero;

*twelfth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class D Notes;

*thirteenth*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class D Notes until the Aggregate Outstanding Note Principal Amount of the Class D Notes is reduced to zero;

*fourteenth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class E Notes;

*fifteenth*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class E Notes until the Aggregate Outstanding Note Principal Amount of the Class E Notes is reduced to zero;

*sixteenth*, to pay *pari passu* with each other on a pro rata basis any aggregate Interest Amount due and payable on the Class F Notes;

*seventeenth*, to pay *pari passu* with each other on a pro rata basis the redemption of the Class F Notes until the Aggregate Outstanding Note Principal Amount of the Class F Notes is reduced to zero;

*eighteenth*, to pay on a Payment Date on or following a Regulatory Change Event Redemption Date, any due and payable interest amounts on the Mezzanine Loan;

*nineteenth*, to pay on a Payment Date on or following a Regulatory Change Event Redemption Date, any due and payable principal amounts under the Mezzanine Loan until the Mezzanine Loan is reduced to zero;

*twentieth*, to pay any Swap Termination Payments due under the Swap other than those made under item fifth;

*twenty-first*, to pay any due and payable interest amounts on the Liquidity Reserve Loan;

*twenty-second*, to pay any due and payable principal amounts under the Liquidity Reserve Loan until the Liquidity Reserve Loan is reduced to zero;

*twenty-third*, if a RSF Reserve Funding Failure has occurred which has not been remedied prior to such Payment Date, to pay to the Replacement Servicer Fee Reserve Account the amount necessary to cause the balance of such account to be at least equal to the Replacement Servicer Fee Reserve Required Amount; and

*twenty-fourth*, to pay the Final Success Fee to Santander Consumer Leasing GmbH,

provided that any payment to be made by the Issuer under items *first* to *fourth* (inclusive) with respect to taxes shall be made on the Business Day on which such payment is then due and payable using the Post-Enforcement Available Distribution Amount or (in the case of any taxes under item 4) amounts standing to Replacement Servicer Fee Reserve Account.

## 24. Relationship to Third Parties

- 24.1 In relation to the Note Collateral, the Post-Enforcement Priority of Payments shall, subject to applicable law, be binding on all creditors of the Issuer which are parties to this Agreement, provided that in relation to any other assets of the Issuer, the Post-Enforcement Priority of Payments shall only apply internally between the Beneficiaries, the Transaction Security Trustee and the Issuer; in respect of third party relationships, the rights of the Beneficiaries and the Transaction Security Trustee shall have equal rank to those of third party creditors of the Issuer.



24.2 The Post-Enforcement Priority of Payments shall also apply if the Transaction Secured Obligations are transferred to third parties by way of assignment, subrogation into a contract or otherwise.

25. **Overpayment**

All payments to Beneficiaries shall be subject to the condition that, if a payment is made to a creditor in breach of the Post-Enforcement Priority of Payments, such creditor shall re-pay the amount so received to the Transaction Security Trustee by payment to the Transaction Account (including any account established by the Transaction Security Trustee in accordance with the Accounts Agreement). The Transaction Security Trustee shall then pay out the monies so received in the way that they were payable in accordance with the Post-Enforcement Priority of Payments on the relevant Payment Date. If such overpayment is not repaid by the Payment Date following the overpayment or if the claim to repayment is not enforceable, the Transaction Security Trustee is authorised and obliged to make payments in such a way that any over- or under payments made in breach of clause 23 (*Post-Enforcement Priority of Payments*) are set off by correspondingly decreased or increased payments on such Payment Date (and, to the extent necessary, on all subsequent Payment Dates).

26. **Retaining Third Parties**

26.1 The Transaction Security Trustee may upon consultation with the Seller and the Issuer retain the services of a suitable law firm, accounting firm, credit institution and other experts or seek information and advice from legal counsel, financial consultants, banks and other experts in the Federal Republic of Germany or elsewhere (and irrespective of whether such persons are already retained by the Transaction Security Trustee, the Issuer, a Beneficiary, or any other person involved in the transactions in connection with the Transaction Documents), to assist it in performing the duties assigned to it under this Agreement and the other Transaction Security Documents, and/or by delegating the entire or partial performance of the following duties:

- (a) the taking of specific measures under clause 15 (*Breach of Obligations by the Issuer*), particularly the enforcement of certain claims of the Issuer or any Beneficiary;
- (b) enforcement of Note Collateral pursuant to clause 18.2 (*Enforcement of Note Collateral*);
- (c) the settlement of payments under clause 20 (*Payments upon Occurrence of an Issuer Event of Default*);
- (d) the settlement of over-payments under clause 25 (*Overpayment*);
- (e) any other duty of the Transaction Security Trustee under this Agreement and the other Transaction Security Documents if the delegation of the entire or partial performance of such duty is not, in the discretion of the Transaction Security Trustee, subject to clause 3.1 (*Position of Transaction Security Trustee in Relation to Beneficiaries*) materially prejudicial to the interests of the Beneficiaries.

Any reasonable fees, costs, charges and expenses, indemnity claims and any other amounts payable and properly incurred by the Transaction Security Trustee to such third parties or advisers shall be reimbursed by the Issuer.

26.2

- (a) The Transaction Security Trustee shall not be released or discharged from and shall remain responsible for the performance of such delegated obligations. The performance or non-performance, and the manner of performance, of any delegate of any of such delegated obligations shall not affect the Transaction Security Trustee's obligations. Any breach in the performance of the delegated obligations by such delegate shall not be treated as a breach of obligation by the Transaction Security Trustee pursuant to section 278 of the German Civil Code (*Bürgerliches Gesetzbuch*).

The Transaction Security Trustee shall not be liable for the performance or non-performance or any wilful misconduct (*Vorsatz*) or negligence of such retained third parties (*Vorsatz und Fahrlässigkeit*). In any event, however, the Transaction Security Trustee shall remain liable for diligently selecting and supervising such delegates in accordance with clause 34 (*Standard of care for liability*) hereof.

- (b) Subject to clause 26.2(c), the Transaction Security Trustee, acting diligently, may rely on any information and advice obtained from such retained third parties without having to make its own investigations or to supervise such retained parties.
- (c) The Transaction Security Trustee shall be liable for any damages or losses caused by it relying on such retained third parties or acting in reliance on information or advice of such retained third parties in accordance with clause 26.2(a) above.

26.3 The Transaction Security Trustee may sub-contract or delegate the performance of some (but not all) of its obligations other than those referred to in clause 26.1 provided that the Transaction Security Trustee shall not thereby be released or discharged from and shall remain responsible for the performance of such obligations and the performance or non-performance, and the manner of performance, of any subcontractor or delegate of any of such delegated obligations shall not affect the Transaction Security Trustee's obligations. Any breach in the performance of the delegated obligations by such sub-contractor or delegate shall not be treated as a breach of obligation by the Transaction Security Trustee pursuant to Section 278 of the German Civil Code (*Bürgerliches Gesetzbuch*); however, the Transaction Security Trustee shall remain liable for diligently selecting and supervising such subcontractors and delegates in accordance with clause 35 (*Standard of Care for Liability*) hereof.

26.4 The Transaction Security Trustee shall promptly notify in writing the Rating Agencies of every retainer of a third party made pursuant to this clause 26 (such notice to include the name of the third party).

## 27. Representations and Warranties of the Issuer

The Issuer hereby represents and warrants that, at the date hereof:

- (a) the Company is a company duly incorporated under the laws of the Grand Duchy of Luxembourg with power to enter, on behalf and for the account of Compartment Leasing 2023-1, into this Agreement and each other document and agreement relating hereto and to exercise its rights and perform its obligations hereunder and thereunder and all corporate and other action required to authorise the execution of and the performance by the Issuer of its obligations hereunder and thereunder has been duly taken;
- (b) under the laws of the Grand Duchy of Luxembourg in force at the date hereof, it will not be required to make any deduction or withholding from any payment it may make under this Agreement or any other document or agreement relating thereto to which it is expressed to be a party;
- (c) in any proceedings taken in the Grand Duchy of Luxembourg in relation to all or any of this Agreement and each other document and agreement relating hereto it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process;
- (d) all acts, conditions and things required to be done, fulfilled and performed in order (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Agreement and each other document and agreement relating hereto and (ii) to ensure that the obligations expressed to be assumed by it herein and therein are legal, valid and binding have been done, fulfilled and performed;
- (e) under the laws of the Grand Duchy of Luxembourg in force at the date hereof the obligations expressed to be assumed by it in this Agreement and each other document and agreement

relating hereto are legal and valid obligations binding on it in accordance with the terms hereof and thereof save as the same may be limited by the bankruptcy, insolvency or other similar laws of general application;

- (f) it complies with the Luxembourg law dated 31 May 1999, on the domiciliation of companies, as amended;
- (g) it has not issued financial instruments (*instruments financiers*) to the public on a continuous basis within the meaning of Article 19 of the Securitisation Law;
- (h) the Company has not entered into any transaction, directly on behalf and for the account of Compartment Leasing 2023-1 or any other Compartment, which may have a material adverse effect on the ability of the Issuer to perform its payment obligations under Notes;
- (i) it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of its knowledge and belief) threatened against it for its winding-up, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, examiner, trustee in bankruptcy, liquidator, sequestrator or similar officer of it or of any or all of its assets or revenues and it is not unable to pay its debts when they fall due;
- (j) no action or administrative proceeding of or before any court or agency has been started or (to the best of its knowledge and belief) threatened as to which, in its judgement there is a likelihood of an adverse judgment which would have a material adverse effect on its business or financial condition or on its ability to perform its obligations under any of this Agreement or the other documents and agreements relating hereto;
- (k) save for the Transaction Security Documents it has not created any encumbrance over all or any of its present or future revenues or assets and the execution of this Agreement and each other document and agreement relating hereto and the exercise by it of its rights and performance of its obligations hereunder and thereunder will not result in the existence of nor oblige it to create any encumbrance over all or any of its present or future revenues or assets except as provided therein;
- (l) the execution of this Agreement and each other document and agreement relating hereto and the exercise by it of its rights and performance of its obligations hereunder and thereunder do not constitute and will not result in any breach of any agreement or treaty to which it is a party or which is binding upon it;
- (m) the execution of this Agreement and each other document and agreement relating hereto constitute, and the exercise of its rights and performance of its obligations hereunder and thereunder will constitute, private and commercial acts done and performed for private and commercial purposes;
- (n) no Issuer Event of Default has occurred and is continuing;
- (o) it is registered with the Luxembourg tax authorities for Luxembourg VAT purposes under the VAT Identification Number: LU323 717 24 and uses such VAT Identification Number;
- (p) its obligations hereunder were entered into on arm's length terms; and
- (q) it has opened each of the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Purchase Shortfall Account, the Replacement Servicer Fee Reserve Account and the Swap Cash Collateral Account with the Account Bank.

## 28. Fees

The Issuer shall pay the Transaction Security Trustee a fee as separately agreed upon between the Issuer and the Transaction Security Trustee in the Mandate Letter. In the event of the Note Collateral

becoming enforceable or in the event of the Transaction Security Trustee finding it, in its professional judgment and after good faith consultation (except that in the case of the enforcement of the Note Collateral where fees are charged on a time-spent basis and such consultation is not required) with the Seller, expedient or being required to undertake any duties which the Transaction Security Trustee determines to be of an exceptional nature or otherwise outside the scope of the normal duties of the Transaction Security Trustee under this Agreement and the other Transaction Documents to which it is a party, the Issuer shall pay such additional remuneration as shall be agreed between the Transaction Security Trustee and the Issuer, and the Transaction Security Trustee shall be responsible to promptly inform the Rating Agencies of any change of the regular Transaction Security Trustee's fees (except for additional fees due to exceptional circumstances and outside the scope of its normal duties). In the event of the Transaction Security Trustee and the Issuer failing to agree upon such increased or additional remuneration, such matters shall be determined by an independent investment bank (acting as an expert and not as an arbitrator) selected by the Transaction Security Trustee and approved by the Issuer or, failing such approval, nominated by the Corporate Administrator, the expenses involved in such nomination and the fees of such investment bank being for the account of the Issuer, and the decision of any such investment bank shall be final and binding on the Issuer and the Transaction Security Trustee.

**29. Reimbursement of Expenses**

In addition to the remuneration of the Transaction Security Trustee, the Issuer shall pay all reasonable out-of-pocket costs, charges and expenses (including, without limitation, legal and travelling expenses and fees and expenses of its agents, delegates and advisors) which the Transaction Security Trustee properly incurs in relation to the negotiation, preparation and execution of this Agreement and the other Transaction Documents, any action taken by it under or in relation to this Agreement or any of the other Transaction Documents or any amendment, renewals or waivers made in accordance with the Transaction Documents in respect hereof.

**30. Right to Indemnification**

30.1 The Issuer shall indemnify the Transaction Security Trustee in respect of all proceedings (including claims and liabilities in respect of taxes other than on the Transaction Security Trustee's own overall net profits, income or gains and subject to clause 31.2 (*Taxes*)), losses, claims and demands and all costs, charges, expenses, and liabilities to which the Transaction Security Trustee (or any third party pursuant to clause 26 (*Retaining Third Parties*)) may be or become liable or which may be incurred by the Transaction Security Trustee (or any such third party) in respect of anything done or omitted in relation to this Agreement and any of the other Transaction Documents, unless such costs and expenses are incurred by the Transaction Security Trustee due to a breach of the duty of care provided for in clause 35 (*Standard of Care for Liability*).

For the avoidance of doubt it is hereby agreed that any indemnities shall be owed by the Issuer and that the Transaction Security Trustee has no right of indemnification against the Beneficiaries hereunder unless it has received instruction from any Beneficiary or Beneficiaries (other than the Noteholders) in accordance with clause 18.3 (*Notification*).

30.2 The Transaction Security Trustee shall not be bound to take any action under or in connection with this Agreement or any other Transaction Document or any document executed pursuant to any of them including, without limitation, forming any opinion or employing any agent, unless in all cases, it is fully indemnified and/or secured or prefunded to its satisfaction (including under the Post-Enforcement Priority of Payments), and is reasonably satisfied that the Issuer will be able to honour any indemnity in accordance with the Post-Enforcement Priority of Payments as set out in clause 23 (*Post-Enforcement Priority of Payments*) hereof, against all liabilities, proceedings, claims and demands to which it may be or become liable and all costs, charges and expenses which may be incurred by it in connection with them for which purpose the Transaction Security Trustee may require payment in advance of such liabilities being incurred of an amount which it considers (without prejudice to any further demand) sufficient to indemnify it or security satisfactory to it.

31. **Taxes**

31.1 The Issuer shall bear all stamp duties, transfer taxes and other similar taxes, duties or charges which are imposed in any jurisdiction on or in connection with (i) the creation of, holding of, or enforcement of the Note Collateral, (ii) any action taken by the Transaction Security Trustee pursuant to the Terms and Conditions of the Notes or the other Transaction Documents, and (iii) the issue of the Notes or the conclusion of Transaction Documents.

31.2 All payments of fees and reimbursements of expenses to the Transaction Security Trustee shall include any turnover taxes, value added taxes or similar taxes, other than taxes on the Transaction Security Trustee's net profits, overall income or gains, which are imposed in the future on the services of the Transaction Security Trustee under the Transaction Documents.

32. **Resignation**

32.1 **Resignation**

The Transaction Security Trustee may resign from its office as Transaction Security Trustee at any time by giving two (2) months prior written notice to the Issuer and the Rating Agencies, provided that upon or prior to the last Business Day of such notice period an Eligible Institution has been appointed by the Issuer as successor ("**New Transaction Security Trustee**") and such appointee assumes all rights and obligations arising from this Agreement, the other Transaction Security Documents and any other Transaction Document to which the Transaction Security Trustee is a party and which has been furnished with all authorities and powers that have been granted to the Transaction Security Trustee. The Issuer shall, upon receipt of the written notice of resignation referred to in the first sentence of this clause 32.1 promptly appoint an Eligible Institution as New Transaction Security Trustee. The Transaction Security Trustee shall have the right (but no obligation) to nominate a New Transaction Security Trustee for appointment by the Issuer. The Issuer shall have the right to veto any nomination of a New Transaction Security Trustee by the resigning Transaction Security Trustee if such new Transaction Security Trustee is not an Eligible Institution or if any other Eligible Institution has been appointed by the Issuer to be the New Transaction Security Trustee and has accepted such appointment. The proposed appointment of the New Transaction Security Trustee shall further be subject to clauses 32.2 (*Effects of Resignation*) and 34.4 (*Notification to the Rating Agencies*) below.

32.2 **Effects of Resignation**

Any termination of the appointment of the Transaction Security Trustee shall not become effective unless (i) the Issuer has been liquidated and the proceeds of liquidation distributed to the Noteholders and the other Beneficiaries in accordance with this Agreement or, if earlier, no obligations under the Notes and the other Transaction Secured Obligations are outstanding, or (ii) a New Transaction Security Trustee has been appointed and has accepted such transaction security trusteeship (subject to clause 34.4 (*Notification to the Rating Agencies*) below).

32.3 **Continuation of Rights and Obligations**

Notwithstanding a termination pursuant to clause 32.1 (*Resignation*), the rights and obligations of the Transaction Security Trustee under all the Transaction Documents to which it is a party shall continue until the appointment of the new Transaction Security Trustee has become effective and the assets and rights have been assigned or transferred to it pursuant to clause 34.1 (*Transfer of Note Collateral*). None of the provisions of this clause 32 shall affect the right of the Transaction Security Trustee to resign from its office for good cause (*aus wichtigem Grund*) with immediate effect.

33. **Replacement of Transaction Security Trustee**

The Issuer shall be authorised and obliged to replace the Transaction Security Trustee under all Transaction Documents to which the Transaction Security Trustee is a party with an Eligible Institution, if the Issuer has been so instructed in writing by (i) one or more Noteholders of the then Most Senior Class of Notes representing at least 25 per cent. of the Aggregate Outstanding Note

Principal Amount of such Most Senior Class of Notes outstanding unless Noteholders of such Most Senior Class of Notes representing at least 50 per cent. of the Aggregate Outstanding Note Principal Amount of such Most Senior Class of Notes outstanding instruct the Issuer not to replace the Transaction Security Trustee, or (ii) if no Notes remain outstanding, any Beneficiary or Beneficiaries representing at least 25 per cent. of all Beneficiaries to which any amounts are owed, unless Beneficiaries representing at least 50 per cent. of all Beneficiaries to which any amounts are owed instruct the Issuer not to replace the Transaction Security Trustee.

Any replacement of the Transaction Security Trustee shall be notified by the Issuer to the Rating Agencies by giving not less than thirty (30) calendar days' notice.

#### 34. **Transfer of Note Collateral**

##### 34.1 **Transfer of Note Collateral**

In the case of a replacement of the Transaction Security Trustee pursuant to clause 32 (*Resignation*) or clause 33 (*Replacement of Transaction Security Trustee*), the Transaction Security Trustee shall forthwith assign, transfer or pledge the Note Collateral and other assets and other rights it holds as fiduciary (*Treuhänder*) under any Transaction Security Document, as well as its Transaction Security Trustee Claim under clause 4 (*Position of Transaction Security Trustee in Relation to the Issuer*) and the pledge granted to it pursuant to clause 6 (*Pledge*) to the New Transaction Security Trustee. Without prejudice to this obligation, the Issuer shall hereby be irrevocably authorised to effect such assignment, transfer or pledge on behalf of the Transaction Security Trustee as set out in the first sentence and is for that purpose exempted from the restrictions under Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and any similar provisions contained in the laws of any other country.

##### 34.2 **Assumption of Obligations**

In the event of a replacement of the Transaction Security Trustee pursuant to clause 32 (*Resignation*) or clause 33 (*Replacement of Transaction Security Trustee*), the Transaction Security Trustee shall reach an agreement with the New Transaction Security Trustee that the New Transaction Security Trustee assumes the obligations of the Transaction Security Trustee under each Transaction Document to which the Transaction Security Trustee is a party.

##### 34.3 **Costs**

The Transaction Security Trustee shall reimburse the Issuer for the costs (including legal costs and administration costs) or pay any costs incurred for the purpose of appointing a new Transaction Security Trustee up to an amount of EUR 5,000, however, in any event limited to the fees already effectively accrued in favour of the Transaction Security Trustee pursuant to clause 28 (*Fees*) (the "**Replacement Cost**"), in respect of its resignation pursuant to clause 32 (*Resignation*). The costs incurred in connection with the replacement of the Transaction Security Trustee pursuant to clause 33 (*Replacement of Transaction Security Trustee*) shall be borne by the Issuer. The outgoing Transaction Security Trustee shall, in case of a termination, reimburse (on a pro rata basis) to the Issuer any up-front fees paid by the Issuer for periods after the date on which the substitution of the Transaction Security Trustee is taking effect. Any legal costs above the Replacement Cost shall be reimbursed or paid by the Issuer upon receiving proper invoices. The outgoing Transaction Security Trustee shall only mandate law firm(s) after having obtained a written consent from the Seller and the Issuer for the purpose of appointing a new Transaction Security Trustee, such consent shall not be unreasonably withheld or delayed.

##### 34.4 **Notification to the Rating Agencies**

- (a) The appointment of a New Transaction Security Trustee in accordance with clause 32 (*Resignation*) or clause 33 (*Replacement of Transaction Security Trustee*) shall be notified by the Issuer to the Rating Agencies.

- (b) Following such notifications, the appointment of the New Transaction Security Trustee shall take effect and shall be:
  - (i) published without delay in accordance with the Terms and Conditions of the Notes or, if this is not possible, in any other appropriate way; and
  - (ii) notified by electronic means to each Beneficiary other than the Noteholders.

#### 34.5 **Accounting**

The Transaction Security Trustee shall be obliged to account to the New Transaction Security Trustee for its activities under or with respect to each Transaction Security Document.

#### 34.6 **Transfer of documents and information**

The Transaction Security Trustee shall be obliged to provide the New Transaction Security Trustee with all documents and other information relating its activities under or with respect to each Transaction Security Document as the New Transaction Security Trustee may reasonably request.

#### 35. **Liability and Standard of Care for Liability**

- (a) The Transaction Security Trustee shall be liable for any breach of its obligations under this Agreement only if it fails to meet the standard of care it exercises in its own affairs (*Sorgfalt in eigenen Angelegenheiten*).
- (b) The Transaction Security Trustee shall not in any circumstances be liable to the Issuer, any Secured Party or any other person for any losses, liability, claims, damages or expenses arising out of any acts or omissions by it in the exercise of its rights, or the rights of the Secured Parties (or any of them) or the performance of its obligations hereunder, except in the case of its own gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).

#### 36. **General**

- 36.1 The Transaction Security Trustee shall not be liable for: (i) any action or failure to act of the Issuer or of other parties to the Transaction Documents; (ii) the Transaction Documents (including any security interest created thereunder) not being legal, valid, binding or enforceable, or for the fairness of the provisions of the Transaction Documents; (iii) a loss of documents related to the Note Collateral not attributable to the negligence of the Transaction Security Trustee.
- 36.2 The Transaction Security Trustee may call for and shall be at liberty to accept a certificate signed by any two (2) directors of the Issuer as sufficient evidence of any fact or matter or the expediency of any transaction or thing, and to treat such a certificate to the effect that any particular dealing or transaction or step or thing is, in the opinion of the persons so certifying, expedient or proper as sufficient evidence that it is expedient or proper, and the Transaction Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss or liability that may be caused by acting on any such certificate.
- 36.3 The Transaction Security Trustee shall (save as otherwise expressly provided herein) as regards all the powers, authorities and discretions vested in it by or pursuant to any Transaction Document (including this Agreement) to which the Transaction Security Trustee is a party or conferred upon the Transaction Security Trustee by operation of law (the exercise of which, as between the Transaction Security Trustee and the Beneficiaries, shall be conclusive and binding on the Beneficiaries) have discretion as to the exercise or non-exercise thereof and, provided it shall not have acted in violation of its standard of care as set out in clause 35 (*Standard of Care for Liability*), the Transaction Security Trustee shall not be responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise thereof.
- 36.4 The Transaction Security Trustee, as between itself and the Beneficiaries, shall have full power to determine all questions and doubts arising in relation to any of the provisions of any Transaction

Document and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Transaction Security Trustee, shall be conclusive and shall bind the Transaction Security Trustee and the Beneficiaries. In particular, the Transaction Security Trustee may determine whether or not any event described in this Agreement is, in its opinion, materially prejudicial to the interests of Beneficiaries and if the Transaction Security Trustee shall certify that any such event is, in its opinion, materially prejudicial, such certificate shall be conclusive and binding upon the Issuer and the relevant Beneficiaries.

- 36.5 The Transaction Security Trustee may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of any Transaction Document is capable of remedy and, if the Transaction Security Trustee shall certify that any such default is, in its opinion, not capable of remedy, such certificate shall be conclusive and binding upon the Issuer and the Beneficiaries.
- 36.6 Any consent given by the Transaction Security Trustee for the purposes of any Transaction Document may be given on such terms and subject to such conditions (if any) as the Transaction Security Trustee thinks fit in its discretion (including the right to seek Noteholders' directions) and, notwithstanding anything to the contrary contained in any Transaction Document may be given retrospectively.
- 36.7 The Transaction Security Trustee shall not be responsible for recitals, statements, warranties or representations of any party (other than those relating to or provided by it) contained in any Transaction Document or other document entered into in connection therewith and may rely on the accuracy and correctness thereof (absent actual knowledge to the contrary) and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or security thereby constituted or evidenced. The Transaction Security Trustee may accept without enquiry, requisition or objection such title as the Issuer may have to the Note Collateral or any part thereof from time to time and shall not be bound to investigate or make any enquiry into the title of the Issuer to the Note Collateral or any part thereof from time to time.
- 36.8 The Transaction Security Trustee shall not be liable for any error of judgement made in good faith by any officer or employee of the Transaction Security Trustee assigned by the Transaction Security Trustee to administer its corporate trust matters unless such officer or employee has failed to observe the standard of care provided for in clause 35 (*Standard of Care for Liability*).
- 36.9 No provision of this Agreement shall require the Transaction Security Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers or otherwise in connection with any Transaction Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it determines in its reasonable discretion that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.
- 36.10 The Transaction Security Trustee shall not be responsible for the genuineness, validity, effectiveness or suitability of any Transaction Documents or any other documents entered into in connection therewith or any other document or any obligation or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted thereby or pursuant thereto, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decisions of any court and (without prejudice to the generality of the foregoing) the Transaction Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:
- (a) the nature, status, creditworthiness or solvency of the Issuer or any other person or entity who has at any time provided any security or support whether by way of guarantee, charge or otherwise in respect of any advance made to the Issuer;



- (b) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of any Transaction Document or any other document entered into in connection therewith;
- (c) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Issuer or any other person or entity who has at any time provided any Transaction Document or in any document entered into in connection therewith;
- (d) the performance or observance by the Issuer or any other person of any provisions or stipulations relating to Notes or contained in any other Transaction Document or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
- (e) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Transaction Documents;
- (f) the failure by the Issuer to obtain or comply with any license, consent or other authority in connection with the Note Collateral or the Transaction Documents or the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to any of the Note Collateral or the Transaction Documents or other documents entered into in connection therewith; or
- (g) any accounts, books, records or files maintained by the Issuer or any other person in respect of any of the Note Collateral or the Transaction Documents.

36.11 The Transaction Security Trustee may, in the absence of actual knowledge to the contrary, assume without enquiry that the Issuer and each of the other parties to the Transaction Documents is duly performing and observing all of the provisions of those documents binding on or relating to it and that no event has happened which constitutes an Issuer Event of Default.

### 37. **Undertakings of the Issuer in relation to the Note Collateral**

The Issuer hereby undertakes vis-à-vis the Transaction Security Trustee:

- (a) not to sell the Note Collateral and to refrain from all actions and omissions to act (excluding, for the avoidance of doubt, the collection and enforcement of the Note Collateral in the ordinary course of business or otherwise dealing with the Note Collateral in accordance with the Transaction Documents) which may result in a significant (*wesentlichen*) decrease in the aggregate value or in a loss of the Note Collateral;
- (b) to mark in its books and documents the transfer for security purposes and the pledge to the Transaction Security Trustee and to disclose to third parties having a legal interest in becoming aware of the transfer for security purposes and the pledge that the transfer for security purposes and the pledge has taken place;
- (c) promptly to notify the Transaction Security Trustee in the event of becoming aware that the rights of the Transaction Security Trustee in the Note Collateral are impaired or jeopardised by way of an attachment or other actions of third parties, by sending a copy of the attachment or transfer order or of any other document on which the enforcement claim of the third party is based and which it has received, as well as all further documents available to it which are required or useful to enable the Transaction Security Trustee to file proceedings and take other actions in defence of its rights. In addition, the Issuer shall promptly inform the attachment creditor (*Pfändungsgläubiger*) and other third parties in writing of the rights of the Transaction Security Trustee in the Note Collateral; and
- (d) to permit the Transaction Security Trustee or its representatives to inspect its books and records at any time during usual business hours for purposes of verifying and enforcing the

Note Collateral, to give any information necessary for such purpose, and to make the relevant records available for inspection.

38. **Other Undertakings of the Issuer**

38.1 The Issuer undertakes to:

- (a) promptly notify the Transaction Security Trustee and the Rating Agencies in writing if circumstances occur which constitute an Issuer Event of Default or if monies are not received pursuant to clause 38.1(e);
- (b) give the Transaction Security Trustee at any time such other information available to it which the Transaction Security Trustee may reasonably demand for the purpose of performing its duties under the Transaction Documents;
- (c) send to the Transaction Security Trustee upon request one copy of any balance sheet, any profit and loss accounts, any report or notice or any other memorandum sent out by the Issuer to its shareholders;
- (d) send or have sent to the Transaction Security Trustee a copy of any notice given to the Noteholders in accordance with the Terms and Conditions of the Notes immediately, or at the latest, on the day of the publication of such notice;
- (e) notify, and to ensure that the Principal Paying Agent notifies, the Transaction Security Trustee and the Cash Administrator immediately if the Principal Paying Agent and the Issuer do not receive the monies needed to discharge in full any obligation to pay or repay the full or partial principal or interest amounts due to the Noteholders and/or the Notes on any Payment Date;
- (f) notify the Transaction Security Trustee of any written amendment to any Transaction Document under which rights of the Transaction Security Trustee arise and to which the Transaction Security Trustee is not a party;
- (g) comply with the Luxembourg law dated 31 May 1999, on the domiciliation of companies, as amended;
- (h) to have always at least two independent directors
- (i) not to enter into any other agreements unless such agreement contains "**Limited Recourse**", "**Non-Petition**" and "**Limitation on Payments**" provisions as set out in clause 1.3 (*No Liability and No Right to Petition and Limitation on Payments*) of this Agreement and any third party replacing any of the parties to the Transaction Documents is allocated the same ranking in the applicable Pre- Enforcement Priority of Payments and the Post-Enforcement of Payments as was allocated to such creditor and, such third party accedes to this Agreement as Replacement Beneficiary in accordance with clause 40 (*Accession of Replacement Beneficiaries*) and (y) such agreement has been notified in writing to each Rating Agency;
- (j) do all such things as are necessary to maintain and keep in full force and effect its corporate existence;
- (k) ensure that it has the capacity and is duly qualified to conduct its business as it is conducted in all applicable jurisdictions;
- (l) procure that no change is made to the general nature or scope of its business from that carried on at the date of this Agreement;

- (m) carry on and conduct its business in its own name and in all dealings with all third parties and the public, identify itself by its own corporate name as a separate and distinct entity and not identify itself as being a division or part of any other entity whatsoever;
- (n) hold itself out as a separate entity from any other person or entity and take reasonable measures to correct any misunderstanding regarding its separate identity known to it; and prepare and maintain its own full and complete books, records, stationary, invoices and checks, and financial statements separately from those of any other entity including, without limitation, any related company and shall ensure that any such financial statements will comply with generally accepted accounting principles;
- (o) not to commingle its assets with those of any other entity or Compartment;
- (p) observe all corporate and other formalities required by its constitutional documents;
- (q) not to enter into any transaction, directly or on behalf and for the account of Compartment Leasing 2023-1 or any other Compartment, which may have a material adverse effect on the ability of the Issuer to perform its payment obligations under Notes;
- (r) unless the following notifications have already been made pursuant to another Transaction Document, without undue delay following the termination of the Servicer, to notify, or procure notification of, each Lessee of the assignment of the relevant Purchased Lease Receivables and the Related Lease Collateral and to provide such Lessee with the contact details of the Issuer in accordance with Section 496(2) of the German Civil Code (*Bürgerliches Gesetzbuch*);
- (s) at all times ensure that its central management and control is exercised in Luxembourg;
- (t) subject to being provided by the Servicer with the relevant loan level details as contemplated by the Servicing Agreement, to use its best efforts to make loan level details available in such manner as may be required in future to comply with the Eurosystem eligibility criteria (as set out in Annex VIII (loan-level data reporting requirements for asset-backed securities) of the Guideline of the European Central Bank of 19 December 2014 on monetary policy instruments and procedures of the Eurosystem (recast) (ECB/2014/60) as amended by Guideline (ECB/2019/11) and Guideline (ECB/2020/45)), subject to applicable Secrecy Rules;
- (u) not engage in any active portfolio management of the Purchased Lease Receivables on a discretionary basis within the meaning of Article 20(7) of the Securitisation Regulation;
- (v) in the context of the handling and processing of this Transaction any lessee-related data which is protected pursuant to the GDPR and the German Data Protection Act (*Bundesdatenschutzgesetz*), to only provide such personal data (i) to or (pursuant to clause 7 (*Sub-Processing*) of the data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in Schedule 3 (*Data Processing Agreement*) hereto) to the order of the Transaction Security Trustee, (ii) the Corporate Administrator, (iii) any Replacement Servicer, in each case where and to the extent provided for in the Transaction Documents, or (iv) any professional advisers or auditors being subject to professional secrecy, and that no such lessee-related data will at any time be provided to any other Transaction Party, in particular, to any Noteholder. By entering into this Agreement, the Issuer and the Transaction Security Trustee hereby enter into the data processing agreement (*A Auftragsdatenverarbeitungsvereinbarung*) as set out in Schedule 3 (*Data Processing Agreement*). The data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in Schedule 3 (*Data Processing Agreement*) is an integral part of this Agreement and in particular (but without limitation), clause 1 (*Definitions, Interpretations, No Liability, No Right to Petition and Governing Law*) hereof applies to the data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in Schedule 3 (*Data Processing Agreement*);

- (w) to use its best efforts to ensure compliance with any clearing, reporting or other obligations with respect to the Swap Agreement or any replacement swap imposed on it by virtue of Regulation (EU) no. 648/2012 of the European Parliament and of the Council of 4 July 2012 (as amended or supplemented) on OTC derivatives, central counterparties and trade repositories ("**EMIR**");
- (x) carry out all relevant registrations regarding FATCA and, if applicable, with respect to the annual automatic exchange of financial information between tax authorities developed by the Organisation for Economic Co-operation and Development (the "**Common Reporting Standard**");
- (y) comply with all laws, regulations, directives, judgments and governmental/administrative orders or ordinances applicable to it; and
- (z) to maintain its accounts separate from those of any other person or entity.

38.2 The Issuer undertakes that it will not, save as contemplated or permitted by this Agreement or any other Transaction Document:

- (a) sell, transfer or otherwise dispose of or cease to exercise direct control over any part of its present or future undertaking, assets, rights or revenues or otherwise dispose of or use, invest or otherwise deal with any of its assets or undertaking or grant any option or right to acquire the same, whether by one or a series of transactions related or not;
- (b) enter into any amalgamation, demerger, merger or corporate reconstruction;
- (c) make any loans, grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any other person or hold out its credit as being available to satisfy the obligations of third parties;
- (d) permit its assets to become commingled with those of any other entity;
- (e) permit its accounts and the debts represented thereby to become commingled with those of any other entity; and
- (f) acquire obligations or securities of its shareholder(s).

### 39. **Actions of the Issuer Requiring Consent**

39.1 So long as any part of the Notes remains outstanding, the Issuer shall not be entitled, without the prior written approval of the Transaction Security Trustee (such approval shall not be given unless the requirements of clause 14 (*Consent of the Transaction Security Trustee*) are fulfilled) or unless required by applicable law (and notified the other Rating Agencies), to:

- (a) engage in any business or any activities other than:
  - (i) the performance of its obligations under the Notes and the other Transaction Documents to which it is a party and under any other agreements which have been entered into in connection with the issue of the Notes or the other Transaction Documents;
  - (ii) the enforcement of its rights;
  - (iii) the performance of any acts which are necessary or desirable in connection with (i) and (ii) above; and
  - (iv) the execution of all further documents (including, for the avoidance of doubt, amendment agreements) and undertaking of all other actions, at any time and to the extent permitted by law, which, in the opinion of the Transaction Security

Trustee or the Issuer, are necessary or desirable having regard to the interests of the Noteholders in particular, without limitation, in order to ensure that the Terms and Conditions of the Notes are always valid;

- (b) hold shares in any entity;
- (c) dispose or pledge of any assets or any part thereof or interest therein, unless permitted or contemplated under (a) above;
- (d) pay dividends or make any other distribution to its shareholders;
- (e) acquire obligations or securities of its shareholders;
- (f) incur further indebtedness (other than as contemplated in 39.1(a)(i) above and not enter into any derivatives agreement or derivatives transactions other than as expressly provided under the Swap Agreement where the transactions under the Swap Agreement are limited to interest rate derivatives whose written terms directly relate to all Class A Notes to Class F Notes and the reduction of interest rate risks related to all Class A Notes to Class F Notes and the Portfolio;
- (g) have any employees or own any real estate asset nor own or acquire any property or assets, except as contemplated in the Transaction Documents, nor have an interest in any bank account other than the Accounts and not make any investments with the funds on deposit in the Accounts (including in any securities);
- (h) incur, create, assume or suffer to exist or otherwise become liable in respect of any indebtedness, whether present or future; (other than as contemplated in clause 39.1(a) above);
- (i) consolidate or merge with or into any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
- (j) materially amend its articles of association (*statuts*);
- (k) issue new shares or acquire shares, or capital or declare or pay dividends or any other distributions of any kind whatsoever (other than the dividends provided for under clause 39.1(d) above and except as contemplated by the Transaction Documents);
- (l) seek to withdraw the ratings on any Class of Notes; or
- (m) open new accounts (other than as contemplated in clause 39.1(a) or with a Successor Bank as contemplated in the Accounts Agreement).

39.2 Notwithstanding any provision to the contrary in this Agreement or in any other Transaction Document and subject to the Issuer's compliance with all of its obligations under clause 5.3 above, each Party agrees that no consent of the Transaction Security Trustee shall be required with respect to (i) any replacement or substitution of a party to any Transaction Document (including, without limitation, any replacement or substitution made or proposed to be made for the purpose of averting an expected or imminent downgrade or withdrawal, or reversing a downgrade or withdrawal, of any minimum rating set forth in any Transaction Document) and (ii) any amendment or termination of any Transaction Document, and/or entry into any supplemental, substitute or additional document, in each case in connection with such replacement or substitution referred to under clause 39.1(m) above, provided that the Issuer shall not enter into any such supplemental, substitute or additional document if the Issuer receives, no later than on the fifth (5<sup>th</sup>) Business Day following notification and provision of the draft document by or on behalf of the Issuer to the Transaction Security Trustee, a notice from the Transaction Security Trustee to the effect that, in the reasonable view of the Transaction Security Trustee, such document would (if entered into) be in whole or in part materially prejudicial (*wesentlich nachteilig*) to the interests of the holders of the then outstanding Most Senior

Class of Notes and provided further that the Issuer shall notify each of the Rating Agencies in writing of any replacement or substitution effected in accordance with this clause 39.2.

#### 40. **Accession of Replacement Beneficiaries**

40.1 Any party replacing any of the parties to an existing or future Transaction Document shall become a party (or add a new capacity as a party hereto) to this Agreement (each, a "**Replacement Beneficiary**") (without affecting any rights under general applicable law of such Replacement Beneficiary or under any agreement with any other party to the Transaction Documents upon execution of an accession agreement ("**Accession Agreement**")) by the Transaction Security Trustee and any Replacement Beneficiary in the form of Schedule 2 hereto.

40.2 The Transaction Security Trustee is hereby irrevocably authorised to execute such Accession Agreement for and on behalf of the Issuer, and the Beneficiaries pursuant to Schedule 2 hereto and to determine the ranking of any Replacement Beneficiary within the order provided for in the Post-Enforcement Priority of Payments, provided that, without prejudice to clause 3.1 (*Position of Transaction Security Trustee in Relation to the Beneficiaries*), the Transaction Security Trustee shall allocate to the Replacement Beneficiary the same ranking as was allocated to the Beneficiary so replaced. Each party to this Agreement is hereby irrevocably exempted to the fullest extent possible under law from the restrictions set out in Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and any similar provisions under any applicable law of any other country.

#### 41. **Severability; Co-Ordination**

41.1 Without prejudice to any other provision hereof, if one or more provisions hereof is or becomes invalid, illegal or unenforceable for any reason in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party or parties shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto. Such invalid, illegal or unenforceable provision shall be replaced by the relevant parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal or unenforceable provision. In the event of any contractual gaps, that provision shall be considered as agreed upon which most closely approximates the intended commercial purpose hereof. This Agreement shall not be affected by the invalidity, illegality or unenforceability with respect to any provision in any jurisdiction or with respect to any party of any other Transaction Document or amendment agreement thereto.

41.2 The parties mutually agree to take all measures and actions that become necessary under clause 41.1 or for other reasons for the continued performance of this Agreement.

#### 42. **Variations, Remedies and Waivers**

42.1 This Agreement may be amended by the Issuer and the Transaction Security Trustee without the consent of the Beneficiaries (but with effect for the Beneficiaries) if such amendments, in the opinion of the Transaction Security Trustee, are not materially prejudicial (*wesentlich nachteilig*) to the interests of the Beneficiaries. For that purpose the Transaction Security Trustee is hereby irrevocably authorised to execute such amendments for and on behalf of the Beneficiaries. The Transaction Security Trustee is hereby irrevocably exempted to the fullest extent permitted under applicable law from the restrictions set out in section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and any similar provisions under any applicable law of any other country in connection with its performance under this Agreement.

42.2 This Agreement may only be amended with the consent of the Transaction Security Trustee.

42.3 This Agreement may also be amended from time to time in accordance with the provisions set out in sections 5 to 21 of the German Debenture Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz)*) with the consent of (a) the Issuer and (b) the Noteholders of the then Most Senior Class of Notes evidencing not less than 75 per cent. of the aggregate outstanding principal amount of such outstanding Most Senior Class of Notes, for the

purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders.

42.4 No failure to exercise, nor any delay in exercising, on the part of any party hereto, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

42.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or any other Transaction Document.

43. **No Set-Off**

All payments by all parties to this Agreement to the Issuer are to be rendered without any deduction or retention due to any set-off or counterclaims; however, if the parties hereto are under the obligation to make payments under this Agreement in the same currency on the same day, the party owing the higher amount shall pay to the other party the difference between the amounts owed and the payment of such difference will discharge the obligation of the parties hereto to make such payments, provided that such payment netting shall be excluded if and to the extent any of such obligations to make payments is disputed in whole or in part by the relevant party.

44. **Place of Performance**

Place of performance for all obligations of all parties is Frankfurt am Main.

45. **Condition Precedent**

The parties hereto hereby agree that this Agreement and the rights and obligations hereunder shall only become effective upon fulfilment of the condition precedent (*aufschiebende Bedingung*) that, on or about the Closing Date, the Issuer has issued the Notes.

46. **Counterparts**

46.1 This Agreement may be executed in any number of counterparts (*Ausfertigungen*), each of which when so executed shall be deemed to be an original. For the avoidance of doubt, execution may also be made by means of inclusion of an electronic signature.

46.2 Any requirement of written form (*Schriftformerfordernis*) hereunder shall also be satisfied by electronic transmission.

## OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS

### Lease Receivables Purchase Agreement

On the Closing Date, the Issuer will purchase Receivables from the Seller in accordance with the Lease Receivables Purchase Agreement. During the Replenishment Period, the Seller may offer to sell to the Issuer Additional Lease Receivables in accordance with the Lease Receivables Purchase Agreement for a Purchase Price not exceeding the Replenishment Available Amount. The Issuer will be obligated to purchase and acquire Lease Receivables for purposes of a Replenishment only to the extent that the obligation to pay the Purchase Price for the Receivables offered to the Issuer by the Seller for purchase on any Purchase Date can be satisfied by the Issuer by applying the Pre-Enforcement Available Principal Amount as of the Cut-Off Date immediately preceding the relevant Purchase Date in accordance with the Pre-Enforcement Principal Priority of Payments. The obligation of the Issuer to pay the Purchase Price for any Additional Lease Receivables in accordance with the Lease Receivables Purchase Agreement will be netted against the obligation of the Seller acting as Servicer under the Servicing Agreement to transfer Collections to the Issuer on the Payment Date falling on the Purchase Date on which the Issuer purchases the relevant Additional Lease Receivables from the Seller. Generally, the aggregate Outstanding Discounted Receivables Balance of the Additional Lease Receivables purchased by the Issuer on any Purchase Date may together with the Aggregate Outstanding Discounted Receivables Balance of all Lease Receivables purchased prior to such Purchase Date not exceed the amount of EUR [●].

In the event that, on any Purchase Date, the Replenishment Available Amount exceeds the Purchase Price payable by the Issuer to the Seller for the Additional Lease Receivables purchased on such Purchase Date, such excess will be credited to the Purchase Shortfall Account. The amounts (if any) standing to the credit of the Purchase Shortfall Account on any Cut-Off Date will be included in the Pre-Enforcement Available Principal Amount and will be applied, on the Payment Date immediately following such Cut-Off Date, in accordance with the Pre-Enforcement Principal Priority of Payments.

To be eligible for sale to the Issuer under the Lease Receivables Purchase Agreement, each Receivable and any part thereof will have to meet the Eligibility Criteria set out in "**ELIGIBILITY CRITERIA**" herein.

In the Event, that a Purchased Lease Receivable proves not to have been an Eligible Lease Receivable on the relevant Cut-Off Date, the Seller will have until the 60<sup>th</sup> day (or, if the Seller so elects, an earlier date) after the date that the Seller became aware or was notified of such breach of the Eligibility Criteria (whichever is earlier) to cure or correct such breach.

If the breach of the Eligibility Criteria should not be capable of remedy, the Seller will be entitled to replace the respective Purchased Lease Receivables which proves not to have been an Eligible Lease Receivable with an Eligible Lease Receivable the Outstanding Discounted Receivables Balance of which is not less than the Outstanding Discounted Receivables Balance of the Purchased Lease Receivable which proves not to have been an Eligible Lease Receivable.

The offer by the Seller for the purchase of Lease Receivables under the Lease Receivables Purchase Agreement must contain certain relevant information for the purpose of identification of the Lease Receivables. In each offer, the Seller must represent that certain representations and warranties with respect to the relevant Lease Receivable were true and correct on the relevant Purchase Date. Upon acceptance, the Issuer will acquire or will be purported to acquire in respect of the relevant Lease Contracts unrestricted title to any and all outstanding Purchased Lease Receivables arising under such Lease Contracts as from the Cut-Off Date immediately preceding the date of the offer, other than any Loan Instalments which have become due prior to or on such Cut-Off Date; together with all of the Seller's rights, title and interest in the Related Lease Collateral and the Leased Vehicles in accordance with the Lease Receivables Purchase Agreement. As a result, the Issuer will obtain the full economic ownership in the Purchased Lease Receivables as from the relevant Cut-Off Date, including principal and interest, and is free to transfer or otherwise dispose over (*verfügen*) the Purchased Lease Receivables, subject only to the contractual restrictions provided in the relevant Lease Contracts and the contractual agreements underlying the Related Lease Collateral and the Leased Vehicle.



If for any reason title to any Purchased Lease Receivable or the Related Lease Collateral or the Leased Vehicles is not or will not be transferred to the Issuer, the Seller, upon receipt of the respective portion of the Purchase Price and without undue delay, is obliged to take all action necessary to perfect the transfer of title or, if this is not possible, to hold such title for account and on behalf of the Issuer. All losses, costs and expenses which the Issuer incurred or will incur by taking additional measures due to the Purchased Lease Receivables or the Related Lease Collateral or the Leased Vehicles not being transferred or only being transferred following the taking of additional measures will be borne by the Seller.

Under the Lease Receivables Purchase Agreement the Issuer accepts transfer of the Related Lease Collateral and agrees to retransfer the relevant Related Lease Collateral, under the condition precedent of a termination of a Lease Contract including, without limitation:

- (a) termination due to contractual lapse of contract (*Ablauf der regulären, ursprünglich vereinbarten Leasingdauer*); or
- (b) rescission of the Lease Contract by the Lessee (*Rücktritt des Leasingnehmers*); or
- (c) termination for good cause (*Kündigung aus wichtigem Grund*).

The transfer of title to the Leased Vehicles for security purposes pursuant to the Lease Receivables Purchase Agreement and the assignment of any claims for surrender thereof (Herausgabeanspruch) is subject to the resolutive condition (*auflösende Bedingung*):

- (a) that all Purchaser's current and future claims against the Seller and the Servicer arising in connection with the related Purchased Lease Receivables have been settled; or
- (b) the termination of the Lease Contract relating to such Leased Vehicle.

The sale and assignment of the Lease Receivables pursuant to the Lease Receivables Purchase Agreement constitutes a sale without recourse (*regressloser Verkauf wegen Bonitätsrisiken*). This means that the Seller will not bear the risk of the inability of any Lessees to pay the relevant Purchased Lease Receivables.

### **Deemed Collections**

If certain events (see the definition of Deemed Collections in "**SCHEDULE 1 DEFINITIONS - Deemed Collections**") occur with respect to a Purchased Lease Receivable, the Seller will be deemed to have received a Deemed Collection in the full amount of the Outstanding Discounted Receivables Balance of such Purchased Lease Receivable (or the affected portion thereof). To this end, the Seller has undertaken to pay to the Issuer Deemed Collections. Where (A)(v) in the definition of Deemed Collections applies, the Seller shall only be deemed to have received a Deemed Collection after expiration of the 60<sup>th</sup> day period (or, if the Seller so elects, an earlier date), which the Seller shall have after the date that the Seller became aware or was notified of a breach of the Eligibility Criteria (whichever is earlier) to cure or correct such breach. Upon receipt of such Deemed Collection in the full amount of the Outstanding Discounted Receivables Balance of such Purchased Lease Receivable (or the affected portion thereof), such Purchased Lease Receivable and any relevant Related Lease Collateral (or the affected portion thereof and unless it is extinguished due to circumstances making it a Disputed Lease Receivable or is otherwise extinguished) will be automatically re-assigned to the Seller by the Issuer on the next succeeding Payment Date on a non-recourse or non-guarantee basis on the part of the Issuer. The costs of such assignment will be borne solely by the Seller. Similarly, the risk that the amount owed by a Lessee, either as part of the purchase price or otherwise, is reduced due to set-off, counterclaim, discount or other credit in favour of such Lessee, has been transferred to the Seller. To this end, the Seller will be deemed to receive such differential amount which will constitute a Deemed Collection.

If a Purchased Lease Receivable which was treated as a Disputed Lease Receivable is *res judicata* (*rechtskräftig festgestellt*) found to be enforceable without any set-off, counterclaim, encumbrance or objection (*Einrede and/or Einwand*), the Seller may request the Issuer to repay any Deemed Collection received in relation to such Purchased Lease Receivable, subject to the Pre-Enforcement Principal Priority of Payments. In such case, the Seller will re-assign such Purchased Lease Receivable and any Related Lease Collateral to the Issuer pursuant to the Lease Receivables Purchase Agreement.

All amounts corresponding to Deemed Collections will be held by the Seller on trust in the name and for the account of the Issuer until payment is made to the Transaction Account.

#### ***Use of Related Lease Collateral***

The Issuer has agreed to make use of any Related Lease Collateral only in accordance with the provisions underlying such Related Lease Collateral and the related Lease Contracts.

#### ***Taxes and Increased Costs***

Pursuant to the Lease Receivables Purchase Agreement, the Seller will pay any stamp duty, registration and other similar taxes to which the Lease Receivables Purchase Agreement or any other Transaction Document or any judgement given in connection therewith may be subject.

In addition, the Seller will pay all taxes levied on the Issuer or other relevant parties involved in the financing of the Issuer (in each case excluding taxes on the net income, profits or net worth of such persons under German law, United States federal or state laws, or any other applicable law) due to the Issuer having entered into the Lease Receivables Purchase Agreement or the Issuer and such other relevant parties having entered into the Transaction Documents or other agreements relating to the financing of the acquisition by the Issuer of Receivables in accordance with the Lease Receivables Purchase Agreement. Upon demand of the Issuer, the Seller will indemnify the Issuer against any liabilities, costs, claims and expenses which arise from the non-payment or the delayed payment of any such taxes, except for those penalties and interest charges which are attributable to the gross negligence of the Issuer.

All payments to be made by the Seller to the Issuer pursuant to the Lease Receivables Purchase Agreement will be made free and clear of and without deduction for or on account of any tax. The Seller will reimburse the Issuer for any deductions or retentions which may be made on account of any tax. The Seller will have the opportunity and authorisation to raise defences against the relevant payment at the Seller's own costs.

Where the Issuer has received a credit against a relief or remission for, or repayment of, any tax, then if and to the extent that the Issuer determines that such credit, relief, remission or repayment is in respect of the deduction or withholding giving rise to such additional payment or with reference to the liability, expense or loss to which caused such additional payments, the Issuer will, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment, pay to the Seller such amount as the Issuer will have concluded to be attributable to such deduction or withholding or, as the case may be, such liability, expense or loss, provided that the Issuer will not be obliged to make any such payment until it is, in its sole opinion, satisfied that its tax affairs for its tax year in respect of which such credit, relief, remission or repayment was obtained have been finally settled.

#### ***Insurance and Related Lease Collateral***

Any insurance claims in respect of any Leased Vehicles form part of the form part of the Related Lease Collateral which has been assigned to the Issuer under the Transaction Security Agreement. If the Seller or the Servicer receives any proceeds from insurances or claims from third parties which have damaged any Leased Vehicle as well as claims against the insurer of such third parties which form part of the Lease Collateral, such proceeds will be used to repair such damaged Leased Vehicle. If the relevant damaged Leased Vehicle cannot be repaired, such proceeds will be applied towards termination of the relevant Lease Contract.

#### ***Notification of Assignment***

The Lessees and other relevant debtors (in particular property insurers) will only be notified by the Seller in respect of the assignment of the Purchased Lease Receivables and Related Lease Collateral upon request by the Issuer following the occurrence of a Notification Event or whenever it is necessary to protect the Issuer's justified interests. Should the Seller fail to notify the Lessees and the other relevant debtors within five (5) Business Days of such request, the Issuer will notify the Lessees and other relevant debtors of the assignment of the Purchased Lease Receivables and Related Lease Collateral itself.

Without prejudice to the foregoing, under the Servicing Agreement the Issuer is entitled to notify by itself or through any agent or require the Servicer to notify the Lessees, of the assignment if a Notification Event has occurred.

In addition, at any time after a Notification Event has occurred or whenever it is necessary to protect the justified interests of the Issuer, the Seller, upon request of the Issuer, will inform any relevant insurance company of the assignment of any insurance claims and procure the issuance of a security certificate (*Sicherungsschein*) in the Issuer's name. The Issuer is authorised to notify the relevant insurance company of the assignment on behalf of the Seller. Prior to notification, the Lessees will continue to make all payments to the account of the Seller as provided in the relevant Lease Contract between each Lessee and the Seller and each Lessee will obtain a valid discharge of its payment obligation.

Upon notification, the Lessees will be requested to make all payments to the Issuer to the Transaction Account in order to obtain valid discharge of their payment obligations.

Each of the following constitutes "**Notification Events**" pursuant to the Lease Receivables Purchase Agreement:

- (a) The Seller is over indebted (*überschuldet*), unable to pay its debts when they fall due (*zahlungsunfähig*) or such status is imminent (*drohende Zahlungsunfähigkeit*) or intends to commence insolvency (including preliminary insolvency proceedings) or reorganisation proceedings or is subject to insolvency (including preliminary insolvency proceedings), dissolution proceedings and the Seller fails to remedy such status within twenty (20) Business Days.
- (b) Either of the Seller or the Servicer is in material breach of any of the covenants in relation to, inter alia, financial reporting, conduct of business, compliance with laws, rules, regulations, judgements, furnishing of information and inspection and keeping of records, the Credit and Collection Policy, tax, software and banking licences, prolongation or supplementation of Purchased Lease Receivables, change of business policy, sales and liens as set out in the Lease Receivables Purchase Agreement or any of the covenants set out in the Servicing Agreement.
- (c) A Servicer Termination Event has occurred.

#### **Repurchase of Purchased Lease Receivables**

On any Payment Date on or following on which the Aggregate Outstanding Discounted Receivables Balance is less than 10% of the Aggregate Outstanding Discounted Receivables Balance as of the first Cut-Off Date, the Seller may exercise its option to repurchase all outstanding Purchased Lease Receivables together with any Related Lease Collateral.

Such repurchase would occur on a Payment Date agreed upon by the Seller as repurchase date, be at the cost of the Seller and coincide with the early redemption of the Notes. See "**TERMS AND CONDITIONS OF THE NOTES — Redemption — Early Redemption**". The Seller may not demand any partial repurchase of Purchased Lease Receivables. Such repurchase would be for a repurchase price in an amount equal to the then current value of all then outstanding Purchased Lease Receivables plus any interest accrued until and outstanding on such Payment Date and without any recourse against, or warranty or guarantee of, the Issuer. The repurchase and early redemption of the transaction will be excluded if the repurchase price determined by the Seller is not sufficient to fully satisfy the obligations of the Issuer under the Class A Notes to the Class F Notes. The Issuer will retransfer the Purchased Lease Receivables (together with any Related Lease Collateral) at the cost of the Seller to the Seller upon receipt (*Zug um Zug*) of the full repurchase price and all other payments owed by the Seller or the Servicer under the Lease Receivables Purchase Agreement or the Servicing Agreement.

#### **Liquidity Reserve**

Please see in this regard the section "**CREDIT STRUCTURE – Liquidity Reserve**" on page 87.

### **Replacement Servicer Fee Reserve**

Please see in this regard the section "**CREDIT STRUCTURE – Replacement Servicer Fee Reserve**" on page 86 above.

### **Servicing Agreement**

Pursuant to the Servicing Agreement between the Servicer, the Transaction Security Trustee, the Issuer, and the Corporate Administrator, the Servicer has the right and duty to administer the Purchased Lease Receivables and Related Lease Collateral and the Leased Vehicles, collect and, if necessary, enforce the Purchased Lease Receivables and foreclose on the Related Lease Collateral and the Leased Vehicles and pay all proceeds to the Issuer.

### **Servicer's Duties**

The Servicer acts as agent (*Beauftragter*) of the Issuer under the Servicing Agreement. The duties of the Servicer include the assumption of servicing, collection, administrative and enforcement tasks and specific duties set out in the Servicing Agreement.

Under the Servicing Agreement, the Servicer will, *inter alia*:

- endeavour at its own expense to recover amounts due from the Lessees in accordance with the Credit and Collection Policy, see "**CREDIT AND COLLECTION POLICY**" (page 194 et seqq.). The Issuer will assist the Servicer in exercising all rights and legal remedies from and in relation to the Purchased Lease Receivables and Related Lease Collateral and the Leased Vehicles, as is reasonably necessary, yet will be reimbursed by the Servicer for any costs and expenses incurred;
- keep and maintain records, account books and documents in relation to the Purchased Lease Receivables and the Related Lease Collateral and the Leased Vehicles (including for tax purposes) in a manner such that these are easily distinguishable from those relating to other receivables in respect of which the Servicer is originator, servicer or depositary, or otherwise;
- keep Records in relation to the Purchased Lease Receivables and the Related Lease Collateral and the Leased Vehicles in its possession in trust (*treuhänderisch*) which can be segregated from all other records of the Servicer relating to other receivables made or serviced by such Servicer otherwise;
- assist the Issuer in discharging any Related Lease Collateral in respect of any Purchased Lease Receivables which have been paid;
- exercise and preserve all rights of the Issuer under the Lease Contracts and if no payment under the relevant Purchased Lease Receivable is made on the due date thereof, enforce such Purchased Lease Receivable through court proceedings;
- enforce the Related Lease Collateral and the Leased Vehicles in accordance with the terms of the Servicing Agreement and the Lease Receivables Purchase Agreement and apply the enforcement proceeds to the relevant secured obligations, and, insofar as such enforcement proceeds are applied to Purchased Lease Receivables and constitute Collections, pay such Collections to the Issuer.

The Servicer will administer the Portfolio in accordance with its respective standard procedures, set out in its credit and collection policies for the administration and enforcement of its own leases and Related Lease Collateral and the Leased Vehicles, subject to the provisions of the Servicing Agreement and the Lease Receivables Purchase Agreement. In the administration and servicing of the Portfolio, the Servicer will exercise the due care and diligence of a prudent business man (*Sorgfalt eines ordentlichen Kaufmannes*) as if it was administering receivables on its own behalf. The Servicer will ensure that it has all required licences, approvals, authorisations and consents which are necessary or desirable for the performance of its duties under the Servicing Agreement.

Pursuant to the Servicing Agreement, the Servicer will not materially amend the Credit and Collection Policy unless (i) each Rating Agency has been notified in writing of such amendment, and (ii) the Purchaser, the Seller (if different) and, (iii) where such amendment is, in the reasonable opinion of the Servicer, expected to result in a loss (*Schaden*) for the holders of then outstanding Classes, the Transaction Security Trustee have consented to such amendment in writing (such consent not to be unreasonably withheld).

Under the Servicing Agreement, the Servicer will not be entitled to any fee or reimbursement of expenses as consideration for the performance of the Services. However, any fees, costs, charges and expenses, indemnity claims and other amounts payable by the Servicer to any agents appointed by it under the Servicing Agreement will be reimbursed by the Issuer to the Servicer in accordance with the Servicing Agreement and the Pre-Enforcement Interest Priority of Payments.

#### ***Delegation to Santander Consumer Operations Services GmbH***

A substantial portion of the Servicer's customer servicing obligations under the Servicing Agreement is directly or indirectly delegated on a continuous basis to Santander Consumer Operations Services GmbH ("**SCOS**"), a wholly-owned subsidiary of Santander Consumer Bank AG. The delegated services SCOS performs include front- (call centre) and back-office (other customer correspondence) operations for banking products such as car, durable, direct loans, mortgages, current accounts, credit & debit cards, savings products as well as specialized tasks such as payments and customer fraud handling. Irrespective of the sub-delegation of certain services to SCOS, the Servicer remains primarily liable for the performance of the servicing obligations under the Servicing Agreement and it is not expected that any delegation of administration and processing services to SCOS will materially and adversely impact on the provision of the loan administration services under the Servicing Agreement.

#### ***Commingling Reserve***

Please see in this regard the section "**CREDIT STRUCTURE – Commingling Reserve**" on page 87.

#### ***Use of Third Parties***

The Servicer may, subject to certain requirements, delegate and sub-contract its duties in connection with the servicing and enforcement of the Purchased Lease Receivables and/or foreclosure on the Related Lease Collateral, provided that such third party has all licences, registrations and authorisations required for the performance of the servicing delegated to it, in particular any licences or registrations required under the German Act on Legal Services (*Rechtsdienstleistungsgesetz*).

#### ***Cash Collection Arrangements***

The Seller expects that the Lessees will continue to make all payments to the account of the Seller as provided in the Lease Contracts between each Lessee and the Seller and thereby obtain a valid discharge of their respective payment obligation. The Lessees will only receive notice of the sale and transfer of the relevant Purchased Lease Receivables to the Issuer if a Notification Event has occurred or whenever it is necessary to protect the Issuer's justified interests (see "**Lease Receivables Purchase Agreement - Notification of Assignment**"), following receipt of which the Lessees shall make all payments to the Issuer to the Transaction Account in order to obtain valid discharge of their payment obligations.

Under the terms of the Servicing Agreement, the Collections received by the Servicer will be transferred on the Payment Date immediately following each Collection Period to the Transaction Account or as otherwise directed by the Issuer or the Transaction Security Trustee, unless the Seller applies part or all of the **Principal Collections** to the replenishment of the Portfolio in accordance with the Pre-Enforcement Principal Priority of Payments and the terms of the Lease Receivables Purchase Agreement. Until such transfer, the Servicer will hold the Collections and any other amount received on trust (*treuhänderisch*) for the Issuer and will give directions to the relevant banks accordingly. All payments will be made free of all bank charges and costs as well as any tax for the recipient thereof.

### ***Information and Regular Reporting***

The Servicer will use all reasonable endeavours to safely maintain records in relation to each Purchased Lease Receivable in computer readable form. The Servicer will notify to the Issuer and each Rating Agency of any material change in its administrative or operating procedures relating to the keeping and maintaining of records. Any such material change requires the prior consent of the Issuer.

The Servicing Agreement requires the Servicer to furnish at the latest on the Reporting Date the Monthly Report to the Issuer, with a copy to the Corporate Administrator, each Rating Agency, the Calculation Agent and the Transaction Security Trustee, with respect to each Collection Period as well as certification that no Notification Event or Servicer Termination Event has occurred. Each Investor Report will set out in detail, on an aggregate basis, the state of repayment and amounts outstanding on the Purchased Lease Receivables, measures being taken to collect any overdue payments as well as details regarding all foreclosure proceedings in respect of any Related Lease Collateral and any Leased Vehicles and the status, development and timing of such proceedings. The Servicer will, upon request, provide the Issuer with all additional information concerning the Purchased Lease Receivables and Related Lease Collateral in which the Issuer has a legitimate interest, subject to the terms of the Servicing Agreement and protection of each Lessee's personal data.

### ***Termination of Lease Contracts and Enforcement***

If a Lessee defaults on a Purchased Lease Receivable, the Servicer will proceed in accordance with the Credit and Collection Policy. The Servicer will abide by the enforcement and realisation procedures as set out in the Lease Receivables Purchase Agreement and the Servicing Agreement. If the Related Lease Collateral or the Leased Vehicles is to be enforced, the Servicer will take such measures as it deems necessary in its professional discretion to realise the Related Lease Collateral or the Leased Vehicles.

The Servicer is obliged to terminate any Lease Contract in accordance with the Credit and Collection Policy. Where the Servicer fails to do so, the Servicer must compensate the Issuer for any damage caused for its failure to carry out such duly and timely termination such that the Issuer is placed in the same position as if it complied with its obligation. The Servicer has undertaken not to agree with any Lessee to restrict such termination rights and will pay damages to the Issuer if it does not affect due and timely termination.

The Servicer will pay the portion of the enforcement proceeds to the Issuer which have been or are to be applied to the Purchased Lease Receivables or the Issuer is otherwise entitled to in accordance with the Servicing Agreement.

### ***Termination of the Servicing Agreement***

Pursuant to the Servicing Agreement, the Issuer may at any time terminate the appointment of the Servicer and appoint a Replacement Servicer if a Servicer Termination Event has occurred, and/or notify or require the Servicer to notify the relevant Lessees of the assignment of the Purchased Lease Receivables to the Issuer such that all payments in respect to such Purchased Lease Receivables are to be made to the Issuer or a Replacement Servicer appointed by the Issuer if a Notification Event has occurred. Each of the following events constitutes a "**Servicer Termination Event**":

- (a) The Servicer fails to make a payment due under the Servicing Agreement at the latest on the second (2<sup>nd</sup>) Business Day after its due date, or, in the event no due date has been determined, within three (3) Business Days after the demand for payment.
- (b) Following a demand for performance the Servicer fails within five (5) Business Days to perform its material (as determined by the Issuer) obligations (other than those referred to in paragraph (a) above) owed to the Issuer under the Servicing Agreement.
- (c) Any of the representations and warranties made by the Servicer with respect to or under the Servicing Agreement or any Monthly Report or information transmitted is materially false or incorrect.
- (d) The Servicer is over indebted (*überschuldet*), unable to pay its debts when they fall due (*zahlungsunfähig*) or such status is imminent (*drohende Zahlungsunfähigkeit*) or intends to

commence insolvency (including preliminary insolvency proceedings) or reorganisation proceedings or is subject to insolvency (including preliminary insolvency proceedings), dissolution proceedings and the Servicer fails to remedy such status within twenty (20) Business Days.

- (e) The Servicer is in material breach of any of its covenants set out in the Servicing Agreement.
- (f) Any licence of the Servicer required with respect to the Servicing Agreement and the Services to be performed there under is revoked, restricted or made subject to any conditions.
- (g) The Servicer is not collecting Purchased Lease Receivables or Related Lease Collateral pursuant to the Servicing Agreement or is no longer entitled or capable to collect the Purchased Lease Receivables and the Related Lease Collateral for practical or legal reasons.
- (h) At any time there is otherwise no person who holds any required licence, authorisation or registration appointed by the Issuer to collect the Purchased Lease Receivables and the Related Lease Collateral in accordance with the Servicing Agreement.
- (i) There are valid reasons to cause the fulfilment of material duties and material obligations under the Servicing Agreement or under the Lease Contracts or Related Lease Collateral on the part of the Servicer or the Seller (acting in its capacity as the Servicer) to appear to be impeded.
- (j) A material adverse change in the business or financial conditions of the Servicer has occurred which materially affects its ability to perform its obligations under the Servicing Agreement.

Pursuant to the Servicing Agreement, the appointment of the Servicer is automatically terminated in the event that the Servicer is either over indebted (*überschuldet*) or unable to pay its debts (*zahlungsunfähig*) or the inability of the Servicer to pay its debts is imminent (*drohende Zahlungsunfähigkeit*) or if any measures under Section 21 of the German Insolvency Code are taken in respect of each of the Servicer.

The Servicer is only entitled to resign as Servicer under the Servicing Agreement for good cause (*aus wichtigem Grund*).

The outgoing Servicer and the Issuer will execute such documents and take such actions as the Issuer may require for the purpose of transferring to the Replacement Servicer the rights and obligations of the outgoing Servicer assumption by any Replacement Servicer of the specific obligations under the Servicing Agreement and releasing the outgoing Servicer from its future obligations under the Servicing Agreement. Upon termination of the Servicing Agreement with respect to the Servicer and the appointment of a Replacement Servicer the Servicer will transfer to any Replacement Servicer all Records and any and all related material, documentation and information. Any Replacement Servicer will have all required licences, authorisation and registrations, in particular, any licences or registrations required under the German Act on Legal Services (*Rechtsdienstleistungsgesetz*).

Any termination of the appointment of the Servicer or of a Replacement Servicer as well as the appointment of any new servicer will be notified by the Issuer to the Rating Agencies, the Transaction Security Trustee and the Corporate Administrator and by the Principal Paying Agent, acting on behalf of the Issuer, to the Noteholders in accordance with the Terms and Conditions.

Upon termination of the appointment of the Servicer under the Servicing Agreement, the Issuer shall use all reasonable endeavours to agree with the Replacement Servicer the Replacement Servicer Fee which does not exceed the Required Replacement Servicer Fee Reserve Amount. If, notwithstanding the foregoing, the Replacement Servicer Fee ultimately agreed with the Replacement Servicer means that the Aggregate Estimated Replacement Servicer Costs, are expected to exceed the then current Required Replacement Servicer Fee Reserve Amount, the Issuer shall deliver a notice to the RSF Reserve Depositor of the Aggregate Estimated Replacement Servicer Costs and, assuming the RSF Reserve has already been funded to the full extent of the Required Replacement Servicer Fee Reserve Amount, request that the RSF Reserve Depositor deposit a further amount equal to the RSF Reserve Shortfall Amount to the Replacement Servicer Fee Account.

### **Replacement Servicer Fee Reserve**

Please see in this regard the section "**CREDIT STRUCTURE – Replacement Servicer Fee Reserve**" on page 86 above.

### **Data Trust Agreement**

Pursuant to the Data Trust Agreement, the Data Trustee will safeguard the Portfolio Decryption Key required for the decryption of the Encrypted Portfolio Information relating to the Purchased Lease Receivables (and any updated portfolio decryption key will be sent to the Data Trustee on each relevant Payment Date). The Data Trustee will release the Portfolio Decryption to the Issuer, the Transaction Security Trustee and any Replacement Servicer only subject to certain limited events in which the Issuer will notify the Lessees in accordance with the Lease Receivables Purchase Agreement. If a Replacement Servicer has been appointed, the Portfolio Decryption will be released to such Replacement Servicer.

### **Agency Agreement**

Pursuant to the Agency Agreement, the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Cash Administrator are appointed by the Issuer and each will act as agent of the Issuer to make certain calculations, determinations and to effect payments in respect of the Notes. The functions, rights and duties of the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Cash Administrator are set out in the Terms and Conditions. See "**TERMS AND CONDITIONS OF THE NOTES**".

The Agency Agreement provides that the Issuer may terminate the appointment of any Agent with regard to some or all of its functions with the prior written consent of the Transaction Security Trustee upon giving such Agent not less than thirty (30) calendar days' prior notice. Any Agent may at any time resign from its office by giving the Issuer and the Transaction Security Trustee not less than thirty (30) calendar days' prior notice, provided that at all times there shall be a Principal Paying Agent, a Calculation Agent and a Cash Administrator appointed. Any termination of the appointment of any Agent and any resignation of such Agent shall only become effective upon the appointment in accordance with the Agency Agreement of one or more banks or financial institutions as replacement agent(s) in the required capacity. The right to termination or resignation for good cause will remain unaffected. If no replacement agent is appointed within twenty (20) calendar days of any Agent's resignation, then such Agent may itself, subject to certain requirements, appoint such replacement agent in the name of the Issuer.

### **English Security Deed**

Pursuant to the English Security Deed, the Issuer has granted a security interest in respect of all present and future rights, claims and interests which the Issuer has or becomes entitled to with respect to from or in relation to the Interest Rate Swap Counterparty and/or any other party pursuant to or in respect of the Swap Agreement to the Transaction Security Trustee on trust for the Secured Parties as security for the payment and/or discharge on demand of all monies and liabilities due by the Issuer to the Transaction Security Trustee. Such security interest will secure the Transaction Secured Obligations and the Transaction Security Trustee Claim. The English Security Deed is governed by the laws of England.

### **Subscription Agreement**

The Issuer, the Joint Lead Managers and the Seller have entered into a Subscription Agreement under which the Joint Lead Managers have agreed to subscribe and pay for the Notes, subject to certain conditions. The Joint Lead Managers have the right to receive a combined management and underwriting commission and a selling concession in respect of its services under the Subscription Agreement, and the right to all costs and expenses and certain representations, warranties and indemnities from the Issuer or the Seller, as applicable. See "**SUBSCRIPTION AND SALE**".

### **Corporate Administration Agreement**

Pursuant to a Corporate Administration Agreement, the Corporate Administrator provides certain corporate and administrative services to the Issuer. The Corporate Administration Agreement for this Transaction



consists of two corporate services agreements, the Master Corporate Services Agreement for the company in general and a Corporate Services Agreement specific to the compartment.

The duties of the Corporate Administrator include, *inter alia*, the following specific duties:

- (i) provide the Issuer with three independent directors;
- (ii) provide an address for the registered office of the Issuer, in which the Issuer will have available office space and telephone and fax line and internet connection;
- (iii) keep on behalf of the Issuer the register of shareholders of the Issuer and any register of Holders in a manner consistent with applicable Luxembourg laws and regulations;
- (iv) generally attend to all routine matters touching or concerning the affairs of the Issuer within Luxembourg, including, without limitation, the keeping of records required to be kept and made under regulations for the time being in force on behalf of the Issuer, the day-to-day management of any account opened by or in the name of the Issuer, and in particular the accounts in relation to the relevant Compartments and the account where the share capital of the Issuer is held (except for such services and management provided by the relevant trustee or any other person, appointed by the Issuer in accordance with the relevant Transaction Documents or by any statutory auditor);
- (v) transfer any records, accounts and books required and requested by the accountants and statutory auditors in order to prepare the financial statements and to perform any other obligations in relation to their services provided to the Issuer;
- (vi) deal with and reply to all correspondence and other communications addressed to the Issuer at its registered office on behalf of the Issuer; the Corporate Administrator on behalf of the Issuer shall forward the same as soon as possible and in any event within a reasonable period of time and at the expense of the Issuer, when relevant, to those person(s) designated for that purpose by the directors of the Issuer, as applicable, or as indicated in the Transaction Documents. The Corporate Administrator shall sign receipts and acknowledgments of receipt for all correspondence received by the Issuer, on behalf of the Issuer;
- (vii) keep the documents of the Issuer entrusted to it with due diligence and in accordance with normal commercial practice for the safe keeping and protection of such documents (as further set out in the Corporate Administration Agreement);
- (viii) be responsible on behalf of the Issuer for the production and dispatch to shareholders of convening notices for ordinary annual meetings of the shareholders of the Issuer, and extraordinary meetings of the shareholders (if any), the recording of the minutes of such meetings and of the attendance lists thereof. It shall carry out all required registration and publication on behalf of the Issuer at the expense of the Issuer. It shall, where possible, place premises at the disposal of the Issuer, for the purpose of holding such general meetings of the shareholders and meetings of the management body;
- (ix) keep all books, ledgers, documents, registers and accounts relating to the activities covered in the Corporate Administration Agreement for a period of 10 years from the date on which the obligations of the parties to the present Corporate Administration Agreement shall terminate;
- (x) fulfil any additional services referred to in the Corporate Administration Agreement or the relevant Transaction Documents on behalf of the Issuer, including but not limited to the drafting of reports (other than those specified to be the responsibility of another named party to the relevant Transaction Documents) to be delivered by the Issuer under the relevant Transaction Documents, if any; and
- (xi) prepare information for reporting and filing with any authority, governmental body or central bank required by the Regulation (EC) No 1075/2013 of the European Central Bank as may be amended and superseded from time to time and any related regulations, administrative guidelines and circulars issued by the Luxembourg Central Bank (*Banque Centrale du Luxembourg*) as the case may be.

Each party to the Master Corporate Services Agreement may terminate such agreement with 3 months' prior notice or for serious reasons, without notice. In case of termination of the Master Corporate Services Agreement, the Corporate Administrator shall hand over any and all books, ledgers, registers, documents, contracts, agreements or other documents belonging to the Issuer or to its director or to any other person who can prove to be henceforth the new Corporate Administrator of the Issuer. Any resignation of the Corporate Administrator or the termination or revocation of the appointment of the Corporate Administrator shall become effective only upon the appointment by the Issuer, with the prior written consent of the Transaction Security Trustee, of another entity ("**New Corporate Administrator**")

Further, the Issuer may, with the prior written consent of the Transaction Security Trustee, terminate the appointment of the Corporate Administrator under the Corporate Service Agreement for the compartment, by giving the Corporate Administrator not less than thirty (30) days' prior notice of such termination.

At any time following the appointment of a New Corporate Administrator in accordance with the terms of the Corporate Administration Agreement, the Corporate Administrator shall:

- (i) provide to the New Corporate Administrator all corporate documents and information in its possession in connection with the Issuer;
- (ii) procure the prompt resignation of any director immediately upon the appointment of a New Corporate Administrator; and
- (iii) co-operate with the New Corporate Administrator and the Issuer in effecting the termination of the obligations and rights of the Corporate Administrator under the Corporate Services Agreement and the transfer of such obligations and rights to the New Corporate Administrator.

#### **Accounts Agreement**

See the section "**THE ACCOUNTS AND THE ACCOUNTS AGREEMENT**".

#### **Incorporated Terms Memorandum**

Pursuant to the Incorporated Terms Memorandum the Issuer, the Purchaser, the Corporate Administrator, the Data Trustee, the Transaction Security Trustee, the Account Bank, the Principal Paying Agent, the Calculation Agent, the Cash Administrator, the Joint Lead Managers, the Servicer, the Back-up Servicer Facilitator and the Seller have agreed that, except where expressly stated to the contrary or where the context otherwise requires, the definitions and common terms set out therein shall apply to the terms and expressions referred to but not otherwise defined in a Transaction Document. See "**SCHEDULE 1 DEFINITIONS**".

#### **Swap Agreement**

Pursuant to the Swap Agreement, the Issuer has hedged its interest rate exposure resulting from fixed rate interest revenue under the Purchased Lease Receivables and floating rate interest obligations under the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

Under the Swap Agreement, on each Payment Date the Issuer will pay the fixed swap rate applied to the notional amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the first day of the Interest Period immediately preceding the relevant Payment Date (taking into account any amount of principal repaid by the Issuer under such Notes on such day) and the Swap Counterparty will pay a floating rate equal to EURIBOR in respect of the Interest Period immediately preceding such Payment Date, applied to the same notional amount.

Payments under the Swap Agreement will be made on a net basis. The Swap Agreement will remain in full force until the earlier of (i) the Legal Maturity Date and (ii) the full redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, unless it is terminated early by one of the parties thereto in accordance with its terms.

Pursuant to the Swap Agreement the Interest Rate Swap Counterparty is required to post collateral under the Swap Agreement, if the rating of the Interest Rate Swap Counterparty falls below a minimum rating. Then, if the rating falls below another minimum rating, under certain pre-conditions the Issuer has the right to terminate the Swap Agreement unless the Interest Rate Swap Counterparty, within certain periods of time (as further set out in the Swap Agreement) and at its own cost, posts collateral for its obligations in accordance with the provisions of the Credit Support Annex (if required under the terms of the Credit Support Annex), and in addition, at its own cost, obtains a guarantee of its obligations under the Swap Agreement from a sufficiently rated third party, transfers all of its rights and obligations under the Swap Agreement or the relevant interest rate swap transaction(s) to an eligible third party with a sufficient rating or takes such other remedial action as will result in the ratings of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes being maintained.

Where the Interest Rate Swap Counterparty provides collateral in accordance with the provisions of the Credit Support Annex, such collateral or interest thereon will not form part of the Available Distribution Amount (other than enforcement proceeds from such collateral applied in satisfaction of termination payments due to the Issuer following the designation of an early termination date under the Swap Agreement).

The Swap Agreement is governed by the laws of England. Pursuant to the English Security Deed, the Issuer has created security in favour of the Transaction Security Trustee in all its present and future rights, claims and interests which the Issuer is now or becomes hereafter entitled to pursuant to or in respect of the Swap Agreement (see "**English Security Deed**" above).

## EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS

The expected average life of each Class of Notes cannot be predicted as the actual rate at which the Purchased Lease Receivables will be repaid and a number of other relevant factors are unknown. Calculated estimates as to the expected average life of each Class of Notes can be made based on certain assumptions. These estimates have certain inherent limitations. No representations are made that such estimates are accurate, that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised.

The table below shows the expected average life of each Class of Notes based on, inter alia, the following assumptions:

- (a) that the Purchased Lease Receivables are subject to a constant rate of prepayment as shown in the table below;
- (b) that no Purchased Lease Receivables are repurchased by the Seller (other than in accordance with item (e) below);
- (c) that the Notes are issued on [●] December 2023;
- (d) that the Purchased Lease Receivables do not become delinquent or defaulted;
- (e) that the Clean-Up Call will be exercised in accordance with the Lease Receivables Purchase Agreement and Condition 7.5(a) of the Terms and Conditions;
- (f) that the cumulative gross loss is 0 % of the initial Aggregate Outstanding Discounted Receivables Balance;
- (g) that the Payment Date will always fall on the fourteenth (14<sup>th</sup>) calendar day of a calendar month;
- (h) that no interest accrues on the Transaction Account;
- (i) that the Replenishment Period is 12 months resulting in a first principal payment on the Class A Notes to the Class E Notes on the Payment Date in [January 2025] and that no Sequential Payment Trigger Event occurs; and
- (j) that the relative amortisation profile of the initial Portfolio as of the first Cut-Off Date (31 August 2023) and each portfolio of Additional Lease Receivables purchased during the Replenishment Period is equal to the relative amortisation profile of the provisional Portfolio as of 31 August 2023 and that the initial Portfolio will have an Aggregate Outstanding Discounted Receivables Balance of EUR [700,000,000];
- (k) the weighted average Effective Interest Rate of Purchased Lease Receivables purchased as of the Closing Date is [4.90]% and on the relevant Purchase Date during the Replenishment Period, the weighted average Effective Interest Rate of all Lease Receivables to be purchased on such Purchase Date is at least equal to [5.5]%;
- (l) that no Tax Call Event occurs and no Regulatory Change Event occurs;
- (m) that it has been calculated on a 30/360 basis; and
- (n) that the 1-month EURIBOR is equal to 3.90 per cent.

Assumption (a) above is stated as an average annualised prepayment rate as the prepayment rate for one Interest Period may be substantially different from that for another. The constant prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumptions (d) to (g) above relate to circumstances which are not predictable. With regard to the clean-up call option referred to in assumption (e) above, it should be noted that the exercise of such call option is only one possible scenario and that no assurance can be given that such call option will actually be exercised.

Assumption (f) is an unlikely scenario. More realistic loss scenarios may impact the WAL of the Notes.

The average lives of each Class of Notes are subject to factors largely outside of the Issuer's control and consequently no assurance can be given that the assumptions and estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.



Payment Date falling in	Aggregate Outstanding Note Principal Amount (EoP)						Principal Redemption (in EUR)					
	Class A	Class B	Class C	Class D	Class E	Class F	Class A	Class B	Class C	Class D	Class E	Class F
Jul-27												
Aug-27												
Sep-27												
Oct-27												
Nov-27												
Dec-27												
Jan-28												
Feb-28												
Mar-28												
Apr-28												
May-28												
Jun-28												
Jul-28												
Aug-28												
Sep-28												
Oct-28												

Default Rate: 0%  
Clean-up Call: at 10%

	CPR %				
	0%	5%	7%	9%	11%
Class A	2.19	2.15	2.13	2.11	2.09
Class B	2.19	2.15	2.13	2.11	2.09
Class C	2.19	2.15	2.13	2.11	2.09
Class D	2.19	2.15	2.13	2.11	2.09
Class E	2.19	2.15	2.13	2.11	2.09
Class F	0.85	0.84	0.84	0.84	0.83



## DESCRIPTION OF THE PORTFOLIO

The Portfolio consists of the Purchased Lease Receivables arising under the Lease Contracts and the Related Lease Collateral, originated by the Seller pursuant to the Credit and Collection Policy. See "**CREDIT AND COLLECTION POLICY**" (page 194 et seqq.). The Purchased Lease Receivables included in the Portfolio are derived from a portfolio of auto lease receivables and were acquired by the Issuer pursuant to the Lease Receivables Purchase Agreement. The Aggregate Outstanding Discounted Receivables Balance of the Portfolio on [●] was EUR [●].

The Purchased Lease Receivables acquired and transferred by assignment under the Lease Receivables Purchase Agreement from the Seller have, at the date of approval of this Prospectus, characteristics that demonstrate capacity to produce funds to service payments due and payable on the Notes.

## ELIGIBILITY CRITERIA

The following criteria ("**Eligibility Criteria**") must have been met by the Lease Receivables to be eligible for acquisition by the Purchaser pursuant to the Lease Receivables Purchase Agreement on the Cut-Off Date prior to the first Purchase Date or, with respect to any Additional Receivable, on any subsequent Cut-Off Date prior to the respective Purchase Date during the Replenishment Period.

A Lease Receivable (or any part of it or the pool of Receivables, as applicable) is an Eligible Lease Receivable if it and any part thereof meet the following conditions:

The Lease Receivable:

- (1) was originated in the ordinary course of business of the Seller in accordance with the Credit and Collection Policy of the Seller under a Lease Contract with defined instalments which shall become due for payment on a monthly basis and is based on the applicable general terms and conditions of business of the Seller and on the standard lease templates which are compliant with German law;
- (2) is denominated and payable in euro;
- (3) is a Lease Receivable in respect of which the Lease Contract under which it arises has not been terminated;
- (4) is a Lease Receivable in respect of which the Lease Contract under which it arises has a minimum remaining term of [one (1)] month and a maximum remaining term of [eighty-four (84)] months;
- (5) exists and constitutes legally valid, binding and enforceable obligations of the respective Lessee;
- (6) is not subject to any executed right of revocation (*ausgeübter Widerruf*), set-off or counter-claim or warranty claims of the Lessees and no other right of objection, irrespective of whether the Purchaser knew or could have known of the existence of objections, defences or counter-rights;
- (7) is a Lease Receivable which may be segregated and identified at any time for purposes of ownership and Related Lease Collateral and the Leased Vehicles in the electronic files of the Seller and such electronic files and the relating software is able to provide the information to be included in the offer with respect to such Receivables and Related Lease Collateral pursuant to the Lease Receivables Purchase Agreement;
- (8) is a Lease Receivable in relation to which, to the best of the Seller's knowledge and taking into account case law and prevailing market standards/practice existing as of the relevant Purchase Date, the Seller has fully complied with any applicable consumer legislation with respect to such Lease Receivable as of the date when it was originated, in particular (i) those sections of the German Civil Code (*Bürgerliches Gesetzbuch*) and the Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*) (collectively, the "**Distance Marketing Provisions**"), which relate to distance marketing of consumer financial services (*Fernabsatzverträgen bei Finanzdienstleistungen*) and (ii) those Sections of the German Civil Code (*Bürgerliches Gesetzbuch*) which relate to Lease Contracts qualified as other financial assistance (*sonstige Finanzierungshilfe*), except that (i) the revocation instruction (*Widerrufsinfomationen*) may not comply with the template wording provided by the German legislator or otherwise with applicable law or (ii) the Lease Contract may not contain all mandatory information (*Pflichtangaben*) as required by applicable law;
- (9) is not, as of the relevant Purchase Date (with respect to any Lease Instalment under the relevant Lease Contract), a Delinquent Receivable (and for the avoidance of doubt it is hereby agreed that any return of any amounts received by the Seller or the Servicer by way of direct debit (*Lastschrift*) to the relevant Lessee or intermediary credit institution because of a return of such direct debit (*Rücklastschrift*) shall not render the relevant Lease Receivable to be an ineligible Lease Receivable ab initio if, but only if, such Lessee has objected (*widersprechen*) to such direct debit within six (6) weeks of such debit), Defaulted Lease Receivable or Disputed Lease Receivable, and in particular the Lessee has not yet terminated or threatened to terminate the relevant Lease Contract, in each

of the foregoing cases with respect to any Lease Instalment under the relevant Lease Contract and it is payable by a Lessee which is not the Lessee of any Defaulted Lease Receivable. To the best of the Seller's knowledge and taking into account case law and prevailing market standards/practice existing as of the relevant Purchase Date, no breach of any obligation under any agreement (except for the obligation to pay) of any party exists with respect to the Lease Receivable, the Seller has fully complied with its obligations under the Lease Contract ;

- (10) is a claim which can be transferred by way of assignment without the consent of the related Lessee and which shall be validly transferred, together with the Related Lease Collateral, to the Purchaser in the manner contemplated by the Lease Receivables Purchase Agreement;
- (11) is a Lease Receivable (including any part thereof and the Related Lease Collateral) to which the Seller is fully entitled, free of any rights of any third party, over which the Seller may freely dispose and in respect of which the Purchaser will, upon acceptance of the Offer for the purchase of such Lease Receivable as contemplated in the Lease Receivables Purchase Agreement, acquire the title unencumbered by any counterclaim, set-off right, other objection and Adverse Claims (other than those of the Lessee under the related Lease Contract); in particular, such Lease Receivable (and the Related Lease Collateral) has not been assigned to any third party for refinancing and has been documented in a set of documents which designates the acquisition costs thereof, the related Lessee, the Lease Instalments, the applicable interest rate, the initial due dates and the term of the Lease Contract;
- (12) to the extent not already meeting the criteria under (8) and (9) above and to the best of the Seller's knowledge and taking into account case law and prevailing market standards/practice existing as of the relevant Purchase Date, is a Lease Receivable which has been created in compliance with all applicable laws, rules and regulations (in particular with respect to consumer protection and data protection, except that (i) the revocation instruction (*Widerrufsinfomationen*) may not comply with the template wording provided by the German legislator or otherwise with applicable law or (ii) the Lease Contract may not contain all mandatory information (*Pflichtangaben*) as required by applicable law) and all required consents, approvals and authorisations have been obtained in respect thereof and neither the Seller nor the Lessee are in violation of any such law, rule or regulation;
- (13) is subject to German law;
- (14) is a Lease Receivable the assignment of which does not violate any law or agreements (in particular with respect to consumer protection and data protection) to which the Seller is bound, and following the assignment of the Lease Receivable and Related Lease Collateral, such Receivable and the Related Lease Collateral shall not be available to the creditors of the Seller on the occasion of any insolvency of the Seller;
- (15) is a Lease Receivable in relation to which at least one (1) due Lease Instalment has been fully paid for the Lease Receivable prior to the respective Cut-Off Date relating to the respective Purchase Date and that the Lease Contracts require monthly payments to be made;
- (16) is a Lease Receivable the purchase of which, together with any other Lease Receivables to be purchased on the same Purchase Date and (as relevant) all Purchased Lease Receivables, does not exceed the Concentration Limit on the Purchase Date on which it is purchased, whereby "**Concentration Limit**" shall mean each of the following requirements:
  - (a) on the relevant Purchase Date, the top Lessee in respect of its relevant aggregate Discounted Receivables Balance does not exceed [0.5]% of the Aggregate Outstanding Discounted Receivables Balance;
  - (b) on the relevant Purchase Date, each of the top 2 to 5 Lessees in respect of each of its individual aggregate Discounted Receivables Balance does not individually exceed [0.2]% of the Aggregate Outstanding Discounted Receivables Balance;

- (c) on the relevant Purchase Date, any other Lessee in respect of each of its individual aggregate Discounted Receivables Balance does not individually exceed [0.1]% of the Aggregate Outstanding Discounted Receivables Balance;
  - (d) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in respect of Lessees being other than individuals does not exceed [70.0]% of the Aggregate Outstanding Discounted Receivables Balance;
  - (e) on the relevant Purchase Date, the weighted average remaining term of all Lease Contracts in relation to the Purchased Lease Receivables does not exceed [40] months;
  - (f) on the relevant Purchase Date, the weighted average Effective Interest Rate of all Purchased Lease Receivables does not fall below [4.90]%;
  - (g) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in relation to the Lease Contracts related to the used vehicles does not exceed [7.0]% of the Aggregate Outstanding Discounted Receivables Balance;
  - (h) on the relevant Purchase Date during the Replenishment Period, the weighted average Effective Interest Rate of all Lease Receivables to be purchased on such Purchase Date is at least equal to [5.5]% per annum; and
  - (i) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in relation to the Lease Contracts related to the electric vehicles does not exceed [30.0]% of the Aggregate Outstanding Discounted Receivables Balance;
- (17) is due from a Lessee who is resident or registered in Germany;
- (18) to the best of the Seller's knowledge is due from a Lessee who is not insolvent or bankrupt (*zahlungsunfähig*, including imminent inability to pay its debts (*drohende Zahlungsunfähigkeit*)) or over-indebted (*überschuldet*) and against whom no proceedings for the commencement of insolvency proceedings are pending in any jurisdiction;
- (19) is not due from a Lessee who is an employee, officer or an Affiliate to the Seller or the Immediate Parent, whereby "Affiliate" shall mean any related enterprise and in particular any affiliated enterprise (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*);
- (20) is not, as at the Cut-Off Date prior to the respective Purchase Date, an exposure in default within the meaning of Article 178(1) of the CRR or an exposure to a credit-impaired Lessee or guarantor, who, to the best of the Originator's knowledge:
- (a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt- restructuring process with regard to his non-performing exposures within three years prior to the respective Purchase Date;
  - (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Originator; or
  - (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Originator which are not securitized;
- (21) will be secured by the security transfer (*Sicherungsübereignung*) of legal title to the relevant Vehicle to the Issuer;
- (22) relates to a Leased Vehicle :

- (a) that is fully insured either by the Lessee or the Originator;
- (b) that is registered in Germany;
- (c) that has an initial vehicle purchase price not exceeding EUR [•];
- (d) full title of which has been acquired by the Originator from the supplier;
- (e) for which the purchase price (including value added tax) has been paid in full to the relevant supplier; and
- (f) the acquisition (*Anschaffung*) of which by the Originator has been financed in compliance with the requirements of section 108 (1), 2<sup>nd</sup> sentence of the German Insolvency Code (*Insolvenzordnung*).

### INFORMATION TABLES REGARDING THE PORTFOLIO

The following tables set forth the provisional Portfolio as at [●] with an Aggregate Outstanding Discounted Receivables Balance of EUR [●]. Percentages are subject to rounding.

Article 22(2) of the Securitisation Regulation requires that: "A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate." On 12 December 2018, the European Banking Authority issued Final Guidelines on the STS criteria for non-ABCP securitisation stating that, "for the purposes of article 22(2) of the Securitisation Regulation, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed".

Accordingly, an independent third party has performed agreed upon procedures and has reported the factual findings to the parties to the engagement letter. The Seller has reviewed the reports of such independent third party and has not identified any significant adverse findings following such verification exercise. The third party undertaking the review only accepts a duty of care to the parties to the engagement letters governing the performance of the agreed upon procedures and to the fullest extent permitted by law shall have no responsibility to anyone else in respect of the work it has performed or the reports it has produced save where terms are expressly agreed.

1. Original Discounted Receivables Balance

<i>Original Discounted Receivables Balance (Ranges in EUR)</i>	<i>Original Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
0: 1999	2,639,010.75	0.38%	1,960	3.78%
2000: 3999	12,545,226.71	1.80%	4,283	8.26%
4000: 5999	19,773,225.78	2.83%	3,949	7.62%
6000: 7999	30,453,909.52	4.36%	4,349	8.39%
8000: 9999	44,992,705.51	6.44%	4,993	9.63%
10000: 11999	57,102,076.65	8.17%	5,205	10.04%
12000: 13999	67,974,961.04	9.73%	5,238	10.10%
14000: 15999	70,921,508.95	10.15%	4,736	9.13%
16000: 17999	67,611,866.59	9.68%	3,993	7.70%
18000: 19999	62,317,154.74	8.92%	3,287	6.34%
20000: 21999	55,488,573.44	7.94%	2,648	5.11%
22000: 23999	47,159,482.60	6.75%	2,054	3.96%
24000: 25999	36,914,831.27	5.28%	1,481	2.86%
26000: 27999	28,429,057.50	4.07%	1,055	2.03%
28000: 29999	23,425,419.18	3.35%	809	1.56%
30000: 31999	15,513,544.65	2.22%	501	0.97%
32000: 33999	11,557,377.64	1.65%	351	0.68%
34000: 35999	7,110,080.14	1.02%	204	0.39%
36000: 37999	6,771,175.75	0.97%	183	0.35%
38000: 39999	3,466,540.64	0.50%	89	0.17%
40000: 41999	2,733,769.43	0.39%	67	0.13%
42000: 43999	2,105,800.08	0.30%	49	0.09%
44000: 45999	2,207,044.52	0.32%	49	0.09%
46000: 47999	1,598,600.33	0.23%	34	0.07%
48000: 49999	1,958,379.42	0.28%	40	0.08%
50000: 51999	1,686,383.26	0.24%	33	0.06%
52000: 53999	1,379,015.89	0.20%	26	0.05%
54000: 55999	715,549.10	0.10%	13	0.03%
56000: 57999	1,253,708.11	0.18%	22	0.04%
58000: 59999	1,350,349.82	0.19%	23	0.04%
60000: 61999	852,465.18	0.12%	14	0.03%
62000: 63999	943,200.17	0.13%	15	0.03%
64000: 65999	972,151.54	0.14%	15	0.03%
66000: 67999	737,357.08	0.11%	11	0.02%
68000: 69999	1,036,634.46	0.15%	15	0.03%
70000: 71999	991,485.14	0.14%	14	0.03%
72000: 73999	510,758.81	0.07%	7	0.01%
74000: 75999	374,655.87	0.05%	5	0.01%
76000: 77999	384,739.53	0.06%	5	0.01%
78000: 79999	630,079.30	0.09%	8	0.02%
80000: 81999	161,967.59	0.02%	2	0.00%
82000: 83999	166,882.33	0.02%	2	0.00%
84000: 85999	507,766.01	0.07%	6	0.01%
86000: 87999	87,154.61	0.01%	1	0.00%
88000: 89999	88,138.24	0.01%	1	0.00%
90000: 91999	0.00	0.00%	0	0.00%
92000: 93999	92,913.08	0.01%	1	0.00%
94000: 95999	95,400.47	0.01%	1	0.00%
96000: 97999	195,237.80	0.03%	2	0.00%
98000: 99999	98,290.12	0.01%	1	0.00%
100000:	738,450.96	0.11%	6	0.01%
<b>Total</b>	<b>698,822,057.30</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

<b>Statistics in EUR</b>	
Average Amount	13,476.20
Min	83.91
Max	157,055.94

**2. Current Discounted Receivables Balance**

<i>Current Discounted Receivables Balance (Ranges in EUR)</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
0: 1999	4,554,409.06	0.76%	3,855	7.43%
2000: 3999	13,796,125.77	2.30%	4,687	9.04%
4000: 5999	22,804,999.62	3.80%	4,526	8.73%
6000: 7999	38,340,661.91	6.39%	5,468	10.54%
8000: 9999	53,000,816.38	8.83%	5,876	11.33%
10000:11999	61,945,843.63	10.32%	5,636	10.87%
12000:13999	65,888,265.03	10.98%	5,073	9.78%
14000:15999	62,901,793.27	10.48%	4,204	8.11%
16000:17999	58,744,189.46	9.79%	3,463	6.68%
18000:19999	51,878,002.09	8.65%	2,738	5.28%
20000:21999	41,137,700.35	6.86%	1,964	3.79%
22000:23999	31,670,240.48	5.28%	1,381	2.66%
24000:25999	22,412,484.05	3.74%	900	1.74%
26000:27999	16,612,479.37	2.77%	617	1.19%
28000:29999	11,468,166.01	1.91%	396	0.76%
30000:31999	8,334,180.06	1.39%	270	0.52%
32000:33999	5,948,222.12	0.99%	181	0.35%
34000:35999	3,914,381.57	0.65%	112	0.22%
36000:37999	2,965,719.74	0.49%	80	0.15%
38000:39999	2,962,182.22	0.49%	76	0.15%
40000:41999	1,919,756.81	0.32%	47	0.09%
42000:43999	1,549,982.73	0.26%	36	0.07%
44000:45999	1,665,334.73	0.28%	37	0.07%
46000:47999	1,451,023.25	0.24%	31	0.06%
48000:49999	1,266,830.05	0.21%	26	0.05%
50000:51999	1,583,264.72	0.26%	31	0.06%
52000:53999	953,339.89	0.16%	18	0.03%
54000:55999	1,156,051.94	0.19%	21	0.04%
56000:57999	739,322.57	0.12%	13	0.03%
58000:59999	1,005,904.62	0.17%	17	0.03%
60000:61999	551,568.98	0.09%	9	0.02%
62000:63999	884,803.80	0.15%	14	0.03%
64000:65999	713,623.64	0.12%	11	0.02%
66000:67999	605,025.26	0.10%	9	0.02%
68000:69999	485,072.04	0.08%	7	0.01%
70000:71999	354,141.90	0.06%	5	0.01%
72000:73999	147,512.80	0.02%	2	0.00%
74000:75999	225,126.51	0.04%	3	0.01%
76000:77999	153,290.16	0.03%	2	0.00%
78000:79999	315,583.04	0.05%	4	0.01%
80000:	992,578.28	0.17%	10	0.02%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

<b>Statistics in EUR</b>	
Average Amount	11,570.50
Min	30.89
Max	136,239.93



### 3. Lease instalment

<i>Lease instalment (Ranges in EUR)</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
0: 99	5,370,769.81	0.90%	2,908	5.61%
100: 199	32,074,517.68	5.35%	7,433	14.33%
200: 299	80,574,118.05	13.43%	10,381	20.02%
300: 399	109,379,967.90	18.23%	9,876	19.05%
400: 499	110,092,410.44	18.35%	7,865	15.17%
500: 599	92,847,012.92	15.47%	5,632	10.86%
600: 699	65,313,072.18	10.89%	3,425	6.60%
700: 799	36,724,524.19	6.12%	1,768	3.41%
800: 899	23,063,692.82	3.84%	1,025	1.98%
900:	44,559,913.92	7.43%	1,543	2.98%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

<b>Statistics in EUR</b>	
Max	4,658.69
Min	15.75
Average	390.89
Weighted Average	519.38

### 4. Lessee Concentration

<i>No</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>
1	1,579,421.50	0.2632%	479
2	751,475.25	0.1252%	54
3	749,955.29	0.1250%	95
4	727,996.77	0.1213%	125
5	639,274.83	0.1065%	51
6	598,009.70	0.0997%	25
7	507,150.09	0.0845%	17
8	482,674.14	0.0804%	17
9	464,381.42	0.0774%	133
10	457,725.47	0.0763%	9
11	448,250.22	0.0747%	12
12	444,136.46	0.0740%	32
13	421,769.97	0.0703%	22
14	401,500.82	0.0669%	14
15	386,760.04	0.0645%	47
16	380,699.87	0.0634%	33
17	378,364.21	0.0631%	16
18	371,763.90	0.0620%	25
19	368,320.34	0.0614%	22
20	365,906.48	0.0610%	9
21	328,543.60	0.0548%	16
22	297,247.40	0.0495%	26
23	296,817.76	0.0495%	27
24	283,628.86	0.0473%	14
25	282,124.05	0.0470%	14
	<b>12,413,898.44</b>	<b>2.0690%</b>	<b>1,334</b>

## 5. Geographical Distribution

State	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
BADEN-WÜRTTEMBERG	44,190,126.20	7.37%	3,507	6.76%
BAYERN	102,303,654.82	17.05%	8,821	17.01%
BERLIN	26,962,320.94	4.49%	2,657	5.12%
BRANDENBURG	22,234,666.91	3.71%	2,054	3.96%
BREMEN	5,374,320.71	0.90%	390	0.75%
HAMBURG	19,206,956.97	3.20%	1,631	3.15%
HESSEN	45,020,878.29	7.50%	3,804	7.34%
MECKLENBURG-VORPOMMERN	9,976,089.38	1.66%	812	1.57%
NIEDERSACHSEN	55,994,675.18	9.33%	4,992	9.63%
NORDRHEIN-WESTFALEN	161,869,673.85	26.98%	14,196	27.38%
RHEINLAND-PFALZ	22,292,921.93	3.72%	1,761	3.40%
SAARLAND	6,008,291.55	1.00%	473	0.91%
SACHSEN	25,814,050.45	4.30%	2,163	4.17%
SACHSEN-ANHALT	12,643,117.37	2.11%	1,259	2.43%
SCHLESWIG-HOLSTEIN	25,362,482.59	4.23%	2,052	3.96%
THÜRINGEN	14,573,592.85	2.43%	1,272	2.45%
N/A	172,179.92	0.03%	12	0.02%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

## 6. Vehicle Type

Vehicle Type		Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
New Vehicle	Commercial	376,283,361.53	62.71%	28,439	54.84%
	Private	197,125,195.90	32.85%	21,141	40.77%
		573,408,557.43	95.57%	49,580	95.61%
Used Vehicle	Commercial	18,633,738.57	3.11%	1,406	2.71%
	Private	7,957,703.91	1.33%	870	1.68%
		26,591,442.48	4.43%	2,276	4.39%
<b>Total</b>		<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

Object Type	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
Passenger Car	533,217,820.26	88.87%	45,388	87.53%
Motorcycle	0.00	0.00%	0	0.00%
Light Commercial Truck	17,080,730.30	2.85%	1,245	2.40%
Medium/Heavy Commercial Truck	2,382,256.49	0.40%	128	0.25%
Other	47,319,192.86	7.89%	5,095	9.83%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

## 7. Contract Type

Type of Contract	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
Kilometer Leasing	202,173,430.52	33.70%	18,317	35.32%
Full Service Leasing	371,888,259.33	61.98%	31,503	60.75%
Residual Value Leasing	24,773,461.27	4.13%	1,913	3.69%
Others	1,164,848.79	0.19%	123	0.24%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

## 8. Payment Methods

<i>Payment Method</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
Direct Debit	594,366,314.74	99.06%	51,440.00	99.20%
Other	5,633,685.17	0.94%	416.00	0.80%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

<i>Cycle of Payment</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
1st of month	352,058,299.84	58.68%	30,038.00	57.93%
15th of month	247,941,700.07	41.32%	21,818.00	42.07%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

## 9. Downpayment

<i>Downpayment (Ranges in EUR)</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
No Downpayment	262,029,952.20	0.44	21,589.00	0.42
0: 999	7,066,316.39	1.18%	902	1.74%
1000: 1999	13,809,333.46	2.30%	1,401	2.70%
2000: 2999	15,363,622.43	2.56%	1,511	2.91%
3000: 3999	89,684,731.25	14.95%	6,943	13.39%
4000: 4999	64,004,179.80	10.67%	5,241	10.11%
5000: 5999	49,168,481.04	8.19%	4,871	9.39%
6000: 6999	38,459,127.18	6.41%	3,810	7.35%
7000: 7999	9,931,535.23	1.66%	907	1.75%
8000: 8999	15,080,360.06	2.51%	1,409	2.72%
9000: 9999	3,763,053.12	0.63%	375	0.72%
10000:10999	8,929,234.28	1.49%	763	1.47%
11000:11999	2,102,463.22	0.35%	220	0.42%
12000:12999	5,815,023.75	0.97%	589	1.14%
13000:13999	1,771,502.69	0.30%	208	0.40%
14000:14999	969,798.85	0.16%	111	0.21%
15000:15999	2,592,675.73	0.43%	212	0.41%
16000:	9,458,609.23	1.58%	794	1.53%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

### Statistics

AV all leases	3,221.75
AV Leases w/ Downpayment	5,519.78
Min	0.84
Max	80,000.00

**10. Effective Interest Rate**

Yield Range*	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
0: 0	0.00	0.00%	0	0.00%
1: 1	210,390.66	0.04%	19	0.04%
2: 2	17,233,776.55	2.87%	1,936	3.73%
3: 3	238,911,265.76	39.82%	22,083	42.59%
4: 4	105,152,422.10	17.53%	9,013	17.38%
5: 5	114,983,473.98	19.16%	9,854	19.00%
6: 6	106,154,356.25	17.69%	7,866	15.17%
7: 7	15,955,119.97	2.66%	1,015	1.96%
8: 8	1,248,079.86	0.21%	60	0.12%
9: 9	142,500.97	0.02%	9	0.02%
10:10	8,613.81	0.00%	1	0.00%
11:11	0.00	0.00%	0	0.00%
12:12	0.00	0.00%	0	0.00%
13:	0.00	0.00%	0	0.00%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

Statistics		in %
WA Interest		4.65%
Min		1.00
Max		10.25

\*runs from .00 to .99

**11. Seasoning**

Seasoning in Months	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
0: 2	119,415,824.39	19.90%	8,799	16.97%
3: 5	155,660,604.95	25.94%	12,294	23.71%
6: 8	138,862,284.58	23.14%	11,835	22.82%
9:11	139,663,206.51	23.28%	13,692	26.40%
12:14	45,591,168.10	7.60%	5,051	9.74%
15:17	766,512.27	0.13%	171	0.33%
18:20	29,189.97	0.00%	10	0.02%
21:23	6,812.13	0.00%	2	0.00%
24:26	0.00	0.00%	0	0.00%
27:29	0.00	0.00%	0	0.00%
30:32	4,397.01	0.00%	2	0.00%
33:35	0.00	0.00%	0	0.00%
36:38	0.00	0.00%	0	0.00%
39:41	0.00	0.00%	0	0.00%
42:44	0.00	0.00%	0	0.00%
45:47	0.00	0.00%	0	0.00%
48:50	0.00	0.00%	0	0.00%
51:53	0.00	0.00%	0	0.00%
54:56	0.00	0.00%	0	0.00%
57:59	0.00	0.00%	0	0.00%
60:62	0.00	0.00%	0	0.00%
63:65	0.00	0.00%	0	0.00%
66:68	0.00	0.00%	0	0.00%
69:71	0.00	0.00%	0	0.00%
72:74	0.00	0.00%	0	0.00%
75:77	0.00	0.00%	0	0.00%
78:80	0.00	0.00%	0	0.00%
81:	0.00	0.00%	0	0.00%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

Statistics	
WA Seasoning	6.22
Min	1.00
Max	31.00

**12. Remaining Term**

<i>Remaining Term in Months</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
0: 6	2,996,729.71	0.50%	1,923	3.71%
7: 13	8,173,488.08	1.36%	2,360	4.55%
14: 20	18,979,108.91	3.16%	3,552	6.85%
21: 27	88,593,913.27	14.77%	9,264	17.86%
28: 34	151,101,276.51	25.18%	11,496	22.17%
35: 41	142,353,578.36	23.73%	10,733	20.70%
42: 48	142,847,448.37	23.81%	9,494	18.31%
49: 55	26,547,502.88	4.42%	1,779	3.43%
56: 62	17,321,118.33	2.89%	1,237	2.39%
63: 69	677,664.57	0.11%	13	0.03%
70: 76	340,158.31	0.06%	4	0.01%
77: 83	68,012.61	0.01%	1	0.00%
84: 90	0.00	0.00%	0	0.00%
91: 97	0.00	0.00%	0	0.00%
98:	0.00	0.00%	0	0.00%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

**Statistics**

WA Remaining Term	36.01
Min	1.00
Max	79.00

**13. Original Term**

<i>Original Term in Months</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
0: 13	7,427,437.94	1.24%	2,985	5.76%
14: 20	2,178,924.14	0.36%	389	0.75%
21: 27	27,947,273.77	4.66%	5,317	10.25%
28: 34	5,037,000.99	0.84%	661	1.27%
35: 41	244,432,064.79	40.74%	20,298	39.14%
42: 48	260,790,231.69	43.47%	18,472	35.62%
49: 55	2,806,564.08	0.47%	145	0.28%
56: 62	47,459,946.30	7.91%	3,552	6.85%
63: 69	0.00	0.00%	0	0.00%
70: 76	1,852,543.60	0.31%	36	0.07%
77: 83	0.00	0.00%	0	0.00%
84: 90	68,012.61	0.01%	1	0.00%
91: 97	0.00	0.00%	0	0.00%
98:104	0.00	0.00%	0	0.00%
105:111	0.00	0.00%	0	0.00%
112:	0.00	0.00%	0	0.00%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

**Statistics**

WA Original Term	42.25
Min	4.00
Max	84.00

**14. Lease Concentration**

Lease Contract Concentration	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts	Number of Lessees	Percentage of Total Lessees
1: 1	481,142,780.19	80.19%	41,082	79.22%	41,082	93.29%
2: 2	52,994,395.28	8.83%	4,002	7.72%	2,001	4.54%
3: 3	18,413,166.86	3.07%	1,383	2.67%	461	1.05%
4: 4	9,705,035.20	1.62%	736	1.42%	184	0.42%
5: 5	4,433,630.69	0.74%	400	0.77%	80	0.18%
6: 6	3,329,916.34	0.55%	288	0.56%	48	0.11%
7:	29,981,075.35	5.00%	3,965	7.65%	180	0.41%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>	<b>44,036</b>	<b>100.00%</b>

**15. Manufacturer Brands & Fueltype**

Top 4 Manufacturer brands	Brand	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
1	VOLVO (S)	244,911,340.85	40.82%	19,388	37.39%
2	Mazda (J)	122,651,232.26	20.44%	12,332	23.78%
3	Tesla (USA)	102,355,628.68	17.06%	5,574	10.75%
4	FORD (D)	17,380,260.69	2.90%	1,679	3.24%
	Other	112,701,537.43	18.78%	12,883	24.84%
<b>Total</b>		<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

Engine Type	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
Electric	171,092,334.08	28.52%	13,700	26.42%
Hybrid	146,673,415.47	24.45%	11,225	21.65%
Thermal	282,234,250.36	47.04%	26,931	51.93%
Other	0.00	0.00%	0	0.00%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

**16. Nace**

Nace	Current Discounted Receivables Balance in EUR	Percentage of Total Balance	Number of Lease Contracts	Percentage of Total Lease Contracts
A - Agriculture, forestry and fishing	1,819,540.33	0.30%	133	0.26%
B - Mining and quarrying	20,494.49	0.00%	1	0.00%
C - Manufacturing	29,725,551.43	4.95%	1,818	3.51%
D - Electricity, gas, steam and air conditioning supply	6,108,386.35	1.02%	398	0.77%
E - Water supply; sewerage; waste management and remediation activities	0.00	0.00%	0	0.00%
F - Construction	16,871,660.84	2.81%	1,166	2.25%
G - Wholesale and retail trade; repair of motor vehicles and motorcycles	76,470,208.56	12.75%	6,779	13.07%
H - Transporting and storage	5,063,026.08	0.84%	352	0.68%
I - Accommodation and food service activities	5,472,396.48	0.91%	413	0.80%
J - Information and communication	14,332,151.28	2.39%	946	1.82%
K - Financial and insurance activities	10,761,988.01	1.79%	787	1.52%
L - Real estate activities	5,324,288.76	0.89%	401	0.77%
M - Professional, scientific and technical activities	19,504.36	0.00%	2	0.00%
N - Administrative and support service activities	195,505,903.69	32.58%	14,571	28.10%
O - Public administration and defence; compulsory social security	2,544,777.48	0.42%	215	0.41%
P - Education	0.00	0.00%	0	0.00%
Q - Human health and social work activities	20,121,272.53	3.35%	1,509	2.91%
R - Arts, entertainment and recreation	39,783.48	0.01%	3	0.01%

<i>Nace</i>	<i>Current Discounted Receivables Balance in EUR</i>	<i>Percentage of Total Balance</i>	<i>Number of Lease Contracts</i>	<i>Percentage of Total Lease Contracts</i>
S - Other services activities	29,772.38	0.00%	2	0.00%
T - Activities of households as employers; undifferentiated goods - and services - producing activities of households for own use	0.00	0.00%	0	0.00%
U - Activities of extraterritorial organisations and bodies	0.00	0.00%	0	0.00%
IND - Individuals	205,082,899.81	34.18%	22,011	42.45%
Other	4,686,393.57	0.78%	349	0.67%
<b>Total</b>	<b>599,999,999.91</b>	<b>100.00%</b>	<b>51,856</b>	<b>100.00%</b>

## 17. Amortisation Profile

<i>Collection Period</i>	<i>Outstanding Volume</i>
1	599,999,999.91 €
2	582,448,583.43 €
3	564,959,967.19 €
4	547,471,627.96 €
5	530,063,302.27 €
6	512,709,471.97 €
7	495,440,912.39 €
8	478,230,501.10 €
9	461,067,545.17 €
10	443,955,370.28 €
11	426,886,302.00 €
12	409,880,330.66 €
13	392,929,914.98 €
14	376,009,432.97 €
15	359,147,893.55 €
16	342,365,504.37 €
17	325,707,984.61 €
18	309,204,831.24 €
19	292,750,824.12 €
20	276,390,295.02 €
21	260,127,776.72 €
22	243,936,783.79 €
23	227,852,087.29 €
24	211,877,558.65 €
25	196,138,804.44 €
26	180,779,667.10 €
27	165,917,958.84 €
28	151,547,588.56 €
29	138,100,862.03 €
30	125,751,241.99 €
31	113,917,782.97 €
32	102,738,590.15 €
33	92,399,716.98 €
34	82,569,564.03 €
35	73,401,932.89 €
36	65,014,653.51 €
37	57,356,236.88 €
38	50,265,160.38 €
39	43,681,496.48 €
40	37,456,974.30 €
41	31,792,445.96 €
42	26,982,116.51 €
43	22,467,788.91 €
44	18,373,382.63 €
45	14,835,543.26 €
46	11,674,798.01 €
47	9,096,010.42 €
48	7,378,602.28 €
49	6,132,879.28 €
50	5,206,599.24 €

<i>Collection Period</i>	<i>Outstanding Volume</i>
51	4,353,514.34 €
52	3,562,095.42 €
53	2,853,563.78 €
54	2,268,322.95 €
55	1,731,822.15 €
56	1,263,401.63 €
57	886,332.98 €
58	570,646.51 €
59	330,261.14 €
60	196,016.39 €
61	132,477.74 €
62	106,035.23 €
63	82,773.42 €
64	64,160.40 €
65	55,171.39 €
66	48,829.20 €
67	42,458.80 €
68	36,060.04 €
69	29,632.78 €
70	23,176.89 €
71	16,692.22 €
72	10,178.63 €
73	7,485.02 €
74	6,435.85 €
75	5,380.04 €
76	4,317.56 €
77	3,248.36 €
78	2,172.39 €
79	1,089.62 €
80	- €
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**HISTORICAL DATA**

**1. Delinquencies (expressed as a percentage)**

	Oct 18	Nov 18	Dec 18
1-30 days past due	0.87%	0.67%	0.70%
31-60 days past due	0.19%	0.16%	0.22%
61-90 days past due	0.12%	0.11%	0.10%
91-120 days past due	0.08%	0.07%	0.10%
121-150 days past due	0.06%	0.06%	0.07%
> 150 days past due	0.19%	0.20%	0.17%

	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19
1-30 days past due	0.77%	0.73%	0.63%	0.71%	0.69%	0.78%	0.69%	0.62%	0.64%	0.60%	0.64%	0.60%
31-60 days past due	0.19%	0.26%	0.20%	0.17%	0.19%	0.27%	0.21%	0.22%	0.22%	0.19%	0.18%	0.21%
61-90 days past due	0.14%	0.10%	0.14%	0.10%	0.09%	0.14%	0.14%	0.16%	0.16%	0.17%	0.14%	0.12%
91-120 days past due	0.08%	0.08%	0.06%	0.09%	0.06%	0.07%	0.08%	0.08%	0.08%	0.09%	0.13%	0.10%
121-150 days past due	0.07%	0.05%	0.06%	0.05%	0.08%	0.05%	0.05%	0.05%	0.05%	0.06%	0.06%	0.10%
> 150 days past due	0.19%	0.19%	0.19%	0.20%	0.21%	0.24%	0.24%	0.24%	0.24%	0.25%	0.26%	0.28%

	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sep 20	Oct 20	Nov 20	Dec 20
1-30 days past due	0.53%	0.63%	0.56%	0.62%	0.65%	0.62%	0.51%	0.73%	0.50%	0.52%	0.48%	0.50%
31-60 days past due	0.22%	0.13%	0.18%	0.15%	0.15%	0.31%	0.21%	0.18%	0.21%	0.15%	0.15%	0.14%
61-90 days past due	0.20%	0.07%	0.06%	0.10%	0.05%	0.08%	0.16%	0.09%	0.09%	0.08%	0.08%	0.08%
91-120 days past due	0.09%	0.06%	0.05%	0.04%	0.05%	0.03%	0.08%	0.07%	0.05%	0.06%	0.05%	0.05%
121-150 days past due	0.09%	0.04%	0.04%	0.03%	0.03%	0.03%	0.02%	0.05%	0.04%	0.04%	0.03%	0.04%
> 150 days past due	0.32%	0.25%	0.25%	0.25%	0.23%	0.23%	0.22%	0.22%	0.21%	0.20%	0.21%	0.19%

	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21
1-30 days past due	0.51%	0.51%	0.38%	0.44%	0.53%	0.41%	0.40%	0.42%	0.37%	0.47%	0.43%	0.45%
31-60 days past due	0.21%	0.11%	0.15%	0.11%	0.16%	0.13%	0.17%	0.13%	0.13%	0.12%	0.15%	0.14%
61-90 days past due	0.07%	0.10%	0.05%	0.07%	0.06%	0.07%	0.10%	0.06%	0.05%	0.06%	0.06%	0.08%
91-120 days past due	0.05%	0.04%	0.04%	0.03%	0.05%	0.04%	0.04%	0.03%	0.03%	0.03%	0.04%	0.04%
121-150 days past due	0.03%	0.04%	0.02%	0.03%	0.02%	0.02%	0.03%	0.02%	0.02%	0.02%	0.02%	0.04%
> 150 days past due	0.17%	0.17%	0.13%	0.11%	0.11%	0.10%	0.11%	0.11%	0.10%	0.10%	0.10%	0.10%

	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22
1-30 days past due	0.29%	0.40%	0.23%	0.51%	0.23%	0.38%	0.42%	0.47%	0.42%	0.49%	0.46%	0.50%
31-60 days past due	0.29%	0.10%	0.23%	0.12%	0.19%	0.08%	0.12%	0.09%	0.12%	0.14%	0.15%	0.13%
61-90 days past due	0.10%	0.08%	0.05%	0.07%	0.11%	0.08%	0.06%	0.11%	0.06%	0.07%	0.08%	0.04%
91-120 days past due	0.05%	0.04%	0.03%	0.04%	0.07%	0.06%	0.06%	0.05%	0.06%	0.05%	0.03%	0.08%
121-150 days past due	0.03%	0.02%	0.03%	0.03%	0.02%	0.05%	0.02%	0.04%	0.03%	0.04%	0.05%	0.03%
> 150 days past due	0.14%	0.12%	0.10%	0.11%	0.11%	0.10%	0.10%	0.12%	0.13%	0.12%	0.14%	0.14%
	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23			























## CREDIT AND COLLECTION POLICY

The following is a description of the credit and collection principles (such description, the "**Credit and Collection Policy**") which must be complied with in respect of origination and servicing of the Purchased Lease Receivables. The Credit and Collection Policy which had been applied by the Seller to the origination of Purchased Lease Receivables is consistent with the solid and clear credit policies (*Kreditvorgabekriterien*) the Seller applies (for the avoidance of doubt) irrespective of a potential securitisation transaction to its other German leasing receivables.

### 1. **Credit Policies**

Decisions on the granting of a leasing contract are based on the applicant's creditworthiness. The assessment will be based primarily on five components: (i) scoring, (ii) customer history, (iii) credit bureau information, (iv) affordability calculation and (v) other lending and approval guidelines.

#### 1.1 **Scoring**

The scoring is the most reliable instrument to forecast the probability of default. The development of scorecards is subject to statistical methods and is based on historical internal application and performance data.

Depending on the respective information which applies to each characteristic, a certain number of points per characteristics is derived, according to scientific methods. All results are summarized, and the final value predicts the risk of granting a loan to the applicant.

This scoring process is strictly confidential. Neither information regarding the weighting or values of single criteria, nor cut-off limits of scoring results are communicated to applicants or external parties. However, information according to the data protection law is given to the applicant if requested for.

#### 1.2 **Customer history**

For existing customers, the (relevant) information internally available is considered (e.g. credit history, payment behaviour). Applicants with whom "good" experiences has been made are more likely to get a new lease contract than those with "bad" experience - *ceteris paribus*.

The total customer position is calculated by aggregating the outstanding amounts (including available credit lines) of each applicant.

#### 1.3 **Credit Bureau Information**

SCHUFA Holding AG (*Schutzgemeinschaft für allgemeine Kreditsicherung*) is the main central database for creditor information used when assessing the credit history of private customers. SCHUFA provides information concerning existing loan and leasing agreements, existence of bank accounts, previous defaults with respect to financial obligations, existence of insolvency proceedings, declarations of insolvency. In addition, SCHUFA score is derived. SCHUFA provides the necessary information electronically. For enterprises analogous information are provided by Creditreform AG.

#### 1.4 **Affordability Calculation**

The affordability calculation is based on the information received by way of self-disclosure (*Selbstauskunft*) of the respective applicant and salary accounts as well as by accounting for household expenditures, taking into account certain lump sums (e.g. cost of living) as well as monthly rates of already existing accounts or leasing contracts. For enterprises the debt service capacity is derived from information provided by the applicant as well as Creditreform.

#### 1.5 **Other Lending and Approval Guidelines**

Legal requirements and 's internal lending guidelines must be fulfilled before granting a leasing contract.

The necessary approval power for granting a leasing contract is evaluated and checked automatically for the vast majority of cases.

## 1.6 Lending Decision

Lending decisions for private customers and SMEs applying for a leasing contract are generally made by using computer-based systems that evaluate the score and other information as described above.

The results of the foregoing assessments will be evaluated according to certain guidelines. Based on such evaluation, credit decisions in the categories "red", "amber" and "green" are made. If the result is "red" or "amber", the application can only be approved by a specialized unit of senior credit analysts within Risk.

The decision is performed in line with the lending and approval guidelines. As a result of the decision (i) the leasing contract will be finally granted, (ii) the application will be refused or (iii) further documents or collateral will be requested.

## 2. Collection Policy

### 2.1 Modification Procedures

Upon request of a debtor under a performing leasing contract Santander Consumer Leasing GmbH may agree to modify such leasing contracts on the basis of communication with the respective debtor in accordance with the Internal Refinancing Policy (as defined below). Such modifications may include suspensions and reduction of the lease payments including a payment holiday followed by a period with reduced lease payments. The modifications are determined individually and vary from case to case. The evaluation and modification decisions are governed by the *Regelung zur Vorgehensweise bei Restrukturierungen von Kundenkreditengagements* (the "**Internal Refinancing Policy**") in combination with the competence levels under the competence guidelines.

### 2.2 Reminders

Subject to rare exceptions, the reminder guidelines of Santander Consumer Leasing GmbH are the following. If Santander Consumer Leasing GmbH does not receive a due payment, the debtor will be notified in writing by computer-generated reminder letter of such delay.

In case of a continuous delay, the customer receives in total 4 automatic letters ending with the threat of termination as the last automatic dunning letter. In parallel the open lease instalment will be drawn automatically by the system with the next due lease payment. In principle between 120 and 150 days past due and the debtor still fails to pay, the relevant leasing contract will be terminated, provided that the requirements under the German Civil Code concerning leasing contracts have been satisfied.

### 2.3 Collection Activities

With the first day in arrears the customer is transferred to the collection business unit. The collection business unit in general is the owner of all delinquent customers from day 1 past due. Within this department, in addition to the above-mentioned reminder letters, the customer will be tackled by the responsible business line (External Call Centers, or Collection Center), depending on different criteria (e.g., outstanding amount, days in arrears). The objective of these business lines is to get in touch with the customer and find solutions to enter into payment arrangements. Any modifications of the contract (e.g., payment holidays) are finally decided through the collection business unit in relation to the rules given by the department Risk Steering.

### 2.4 Sustainable cure of delinquent customers

At any time during the above-mentioned collection procedure the employees of Santander Consumer Leasing GmbH will use best efforts to receive a payment from the debtor or achieve a

payment arrangement with the debtor in accordance to the Internal Refinancing Policy. The Internal Refinancing Policy is an organizational framework which describes the usage of the different refinancing products (e.g., deferrals, instalment reductions) and includes the competence matrix. The competence matrix defines the refinancing competences for each employee and the measures which each one is allowed to apply. A customer's payment schedule therefore may be changed for a certain time if he asks for the due date of the lease payment to be altered (e.g., from the 1st to the 15th day of each month) or if he applies for a payment holiday or lease payment reduction.

A payment pause does not change the term of the lease contract, but merely postpones the due date of payments. The contractual agreed maturity of a leasing contract will never be extended, meaning that postponed payments have to be paid in the respective months directly following the payment holiday.

## 2.5 **Enforcement**

With termination of a lease contract Santander Consumer Leasing GmbH will repossess the vehicle and will sell it via an online auction. Afterwards the final invoice for the customer will be generated. If the customer is not able or willing to pay his final invoice the contract is handed over to a debt collection agency specialized in the collection of outstanding debt. In addition to written correspondence, the debtor is contacted via other communication channels on a regular basis. Depending on the financial situation of the debtor and the willingness for cooperation, the debt collection agency will take adequate actions ranging from making a payment agreement with the debtor to enforcement proceedings or filing of claims in insolvency proceedings. If the debtor does not make any payments for a certain time, the outstanding debt is written off by Santander Consumer Leasing GmbH. In this case, the claim is either continued to be collected by the debt collection agency or entered into a due diligence for the sale to an external party. The sale of written-off Purchased Lease Receivables may be effected in a package together with other written-off receivables and will be transacted in the name of Santander Consumer Leasing GmbH on behalf and in favour of the Issuer. If the debtor of a receivable is deceased and the assets of the estate prove insufficient to repay the outstanding debt, the receivables under the leasing contract will be waived to the extent unpaid after enforcement of all collateral.

## THE ISSUER

### Establishment and Registered Office

SC Germany S.A. is a public limited liability company (*société anonyme*), has been established as a special purpose vehicle for the purpose, amongst others, of issuing asset backed securities under the laws of Luxembourg, is incorporated under the laws of the Grand Duchy of Luxembourg on 28 August 2020, has the status of an unregulated securitisation company (*société de titrisation*) subject to the Securitisation Law, is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B247074 and has its registered office at 22-24, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg (telephone: (+352) 2602 491). SC Germany S.A. is acting on behalf and for the account of its Compartment Leasing 2023-1 duly created by resolutions of its Board of Directors on 13 June 2023. The legal entity identifier (LEI) of the Issuer is 549300I0DV9V1WKUO071.

The shareholder of the Issuer is Stichting Leonidas Finance, a foundation incorporated with limited liability under the laws of The Netherlands, registered with the Netherlands Chamber of Commerce (Kamer van Koophandel) under registration number 78767849, having its registered address at Museumlaan 2, 3581HK Utrecht, The Netherlands, and holding thirty thousand shares in the nominal amount of EUR one (1) in the Issuer.

Further information on the Transaction including this Prospectus, can be obtained on the website of Circumference FS (Luxembourg) S.A. (<https://circumferencefs-luxembourg.com>), whereby it should be noted that the information on the website does not form part of this Prospectus and has not been scrutinised or approved by the competent authority unless that information is incorporated by reference into this Prospectus.

### Corporate Purpose and Business of the Issuer

The Issuer currently does not intend to issue financial instruments (*instruments financiers*) on a continuous basis to the public and if at a later point it did, it would first apply for a license pursuant to, and in accordance with the provisions of the Luxembourg Securitisation Law.

The Issuer has carried on business or activities that are incidental to its incorporation, which include the entering into certain transactions prior to the Issue Date with respect to the securitisation transaction contemplated herein and the issuance of the Notes.

In respect of Compartments other than Compartment Leasing 2023-1 the principal activities of SC Germany S.A. will be or, as the case may be, have been the operation as a multi-issuance securitisation conduit for the purposes of, on an on-going basis, purchasing assets, directly or via intermediary purchasing entities, from several selling entities, or assuming the credit risk in respect of assets in any other way, and funding such purchases or risk assumptions in particular in the asset-backed markets. Each such securitisation transaction can be structured as a singular or as a revolving purchase of assets (or other assumption of credit risk) and shall be separate from all other securitisations entered into by SC Germany S.A. To that end, each securitisation carried out by SC Germany S.A. shall be allocated to a separate Compartment.

### Compartment

The board of directors of the Issuer may, in accordance with the terms of the Luxembourg Securitisation Law, and in particular its article 15, create one or more Compartments within the Issuer. Each Compartment shall correspond to a distinct part of the assets and liabilities in respect of the corresponding funding. The resolution of the board of directors creating one or more Compartments within the Issuer, as well as any subsequent amendments thereto, shall be binding as of the date of such resolutions against any third party.

As between investors, each Compartment of the Issuer shall be treated as a separate entity. Rights of creditors and investors of the Issuer that (i) relate to a Compartment or (ii) have arisen in connection with the creation, the operation or the liquidation of a Compartment are strictly limited to the assets of that Compartment which shall be exclusively available to satisfy such creditors and investors. Creditors and investors of the Issuer whose rights are not related to a specific Compartment of the Issuer shall have no rights to the assets of such Compartment.

Unless otherwise provided for in the resolution of the board of directors of the Issuer creating such Compartment, no resolution of the board of directors of the Issuer may amend the resolution creating such Compartment or to directly affect the rights of the creditors and investors whose rights relate to such Compartment without the prior approval of the creditors and investors whose rights relate to such Compartment. Any decision of the board of directors taken in breach of this provision shall be void.

Without prejudice to what is stated in the precedent paragraph, each Compartment of the Issuer may be separately liquidated without such liquidation resulting in the liquidation of another Compartment of the Issuer or of the Issuer itself.

Fees, costs, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to any Compartment shall be general liabilities of the Issuer and shall not be payable out of the assets of any Compartment. The board of directors of the Issuer shall ensure that creditors of such liabilities waive recourse to the assets of any Compartment. If such creditors do not waive recourse and such general liabilities cannot be otherwise funded, they shall be apportioned *pro rata* among the Compartments of the Issuer upon a decision of the board of directors.

### **Board of Directors**

In accordance with article 6 of the articles of association of the Issuer, the Issuer is managed by three (3) directors. The directors are appointed by the shareholder's meeting of the Issuer. The Issuer is represented by its board of directors jointly.

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

<b>Name</b>	<b>Business Address</b>	<b>Other Principal Activities</b>
Ms Zamyra H. Cammans	22-24, boulevard Royal, L-2449 Luxembourg	professional in the domiciliation business
Ms Meenakshi Mussai- Ramassur	22-24, boulevard Royal, L-2449 Luxembourg	professional in the domiciliation business
Ms Hélène Michèle Grine-Siciliano	22-24, boulevard Royal, L-2449 Luxembourg	professional in the domiciliation business

### **Management and Principal Activities**

The activities of the Issuer will principally be the issuance of the Notes, entering into all documents relating to such issue to which the Issuer is expressed to be a party, the acquisition of the Purchased Lease Receivables, the Related Lease Collateral and the exercise of related rights and powers and other activities reasonably incidental thereto.

### **Share Capital**

The registered share capital of the Issuer is EUR thirty thousand. The founding shareholder of the Issuer is Stichting Leonidas Finance.

### **Employees**

The Issuer will have no employees.

### **Property**

The Issuer will not own any real property.

### **Litigation**

The Issuer has not been engaged in any governmental, litigation or arbitration proceedings which may have a significant effect on its financial position since its incorporation, nor, as far as the Issuer is aware, are any such governmental, litigation or arbitration proceedings pending or threatened.

### **Material Adverse Change**

There has been no material adverse change in the financial position or the prospects of the Issuer, since 31 December 2022.

### **Fiscal Year**

The fiscal year of the Issuer is the calendar year and each calendar year ends on 31 December.

### **Interim Reports**

The Issuer does not publish interim reports.

### **Distribution of Profits**

The distribution of profits, if any, is governed by article 28 of the articles of association.

### **Financial Statements**

Audited financial statements will be published by SC Germany S.A. on an annual basis.

In the opinion of PricewaterhouseCoopers Société coopérative, the below annual accounts gave, in conformity with Luxembourg legal and regulatory requirements, a true and fair report of the financial position of SC Germany S.A. as at 31 December 2021 and 31 December 2022 and of the result of its operations from 1 January 2021 to 31 December 2021 and 1 January 2022 to 31 December 2022.

The Financial statements of the Issuer for the fiscal year ended on 31 December 2021 and on 31 December 2022 are incorporated by reference into this Prospectus.

See "**Documents incorporated by reference**".

### **Auditors and Auditor's Reports**

The auditors of the Issuer for the business years 2021 and 2022 are:

PricewaterhouseCoopers Société coopérative  
2, rue Gerhard Mercator  
L-2182 Luxembourg  
Luxembourg

PricewaterhouseCoopers Société coopérative is a member of the Institut des Réviseurs d' Entreprises.

## DOCUMENTS INCORPORATED BY REFERENCE

The following information, which has been published and filed with the Commission de Surveillance du Secteur Financier, shall be deemed to be incorporated by reference in, and to form part of, this Prospectus:

### Comparative table of documents incorporated by reference

<i>Page</i>	<i>Section of Prospectus</i>	<i>Document incorporated by reference</i>
199	The Issuer, Financial Statements	The Issuer's audited annual financial statements for the year ended 31 December 2022, prepared in accordance with Luxembourg legal and regulatory requirements relating to the preparation of annual accounts. (Page number refer to the PDF page numbers and not the actual document):
		Pages
		Directors' report ..... 3 - 7
		Audit report ..... 8 - 12
		Balance sheet as at 31 December 2022..... 13 - 17
		Profit and loss account for the year ended 31 December 2022..... 18 - 19
		Notes to the annual accounts ..... 20 – 28
		<a href="https://circumferencefs-luxembourg.com/wp-content/uploads/2023/07/Annual-accounts-2022-SC-germany.pdf">https://circumferencefs-luxembourg.com/wp-content/uploads/2023/07/Annual-accounts-2022-SC-germany.pdf</a>

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		Pages
		Directors' report ..... 3 - 6
		Audit report ..... 7 - 11
		Balance sheet as at 31 December 2021..... 12 - 16
		Profit and loss account for the year ended 31 December 2021..... 17 - 18
		Notes to the annual accounts ..... 19 – 27
		<a href="https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:bef653b4-8c1c-3f16-be18-01233e45d65f">https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:bef653b4-8c1c-3f16-be18-01233e45d65f</a>

The parts of the documents incorporated by reference that are not incorporated are either not relevant for an investor or covered in another part of this Prospectus.



## THE SELLER, THE SERVICER AND THE LIQUIDITY LOAN LENDER

### Incorporation and Ownership

The Seller, Santander Consumer Leasing GmbH ("**SCL**"), has its registered office in Mönchengladbach and is registered in the commercial register at the local court (*Amtsgericht*) of Mönchengladbach under number HRB 3939. It is incorporated for an unlimited period. The purpose of SCL is to provide leasing products and leasing activities of the German Santander subgroup.

<b>1990</b>	Foundation as "CC Leasing GmbH"
<b>2002</b>	Merger of "CC-Bank" and "AKB Bank"
<b>2003</b>	Company relocation to Mönchengladbach
<b>2006</b>	Name change to "Santander Consumer Leasing GmbH"
<b>2009</b>	Start of the cooperation with Mazda Takeover and merger with "GE Money Bank" Domination agreement with Santander Consumer Holding GmbH as dominant company
<b>2011</b>	Takeover of the "Plus-Lease" portfolio
<b>2012</b>	Start of the cooperation with Volvo
<b>2013</b>	Change of dominant company from "Santander Consumer Holding GmbH" to "SCB AG"
<b>2015</b>	Joint venture "Volvo Car Financial Services GmbH"
<b>2016</b>	Start of "Full Service Leasing"
<b>2017</b>	Start of the cooperation with Tesla Ongoing cooperation agreements with various manufacturers

Today, the Seller's entire share capital of EUR 1.022.640,00 is held by Santander Consumer Bank AG ("**SCB**"). At year-end, all profits are transferred to SCB. Possible losses are covered by SCB, after possible reserves from SCL have been fully utilized.

### Entity Structure

SCL belongs to the Santander Group and within that Group to the Santander Consumer Finance ("**SCF**") subgroup.

SCL is part of the SCF subgroup which is integrated in the Consumer Finance division of the Santander Group and its principal activity is leasing business carried out in close cooperation with its parent company, SCB.

SCL, with tax identification number DE120492603 is located in Germany at Santander-Platz 1, 41061 Mönchengladbach, Germany. The core business of SCL is the acquisition and lease of all types of assets, but mainly of new and used cars and light commercial vehicles. In addition, car trailers, motorcycles and recreational vehicles.

As of 02.08.2023 the contract volume of SCL comprised 174.667 contracts.

### Legal Structure

As of 31.08.2023, SCL is 100% owned by SCB. The parent company of SCF subgroup, Santander Consumer Finance, S.A. (hereinafter, "**SCF Spain**") owns indirectly 100% of SCB Germany, through the holding company of Germany, Santander Consumer Holding GmbH (hereinafter, "**SCH Germany**").

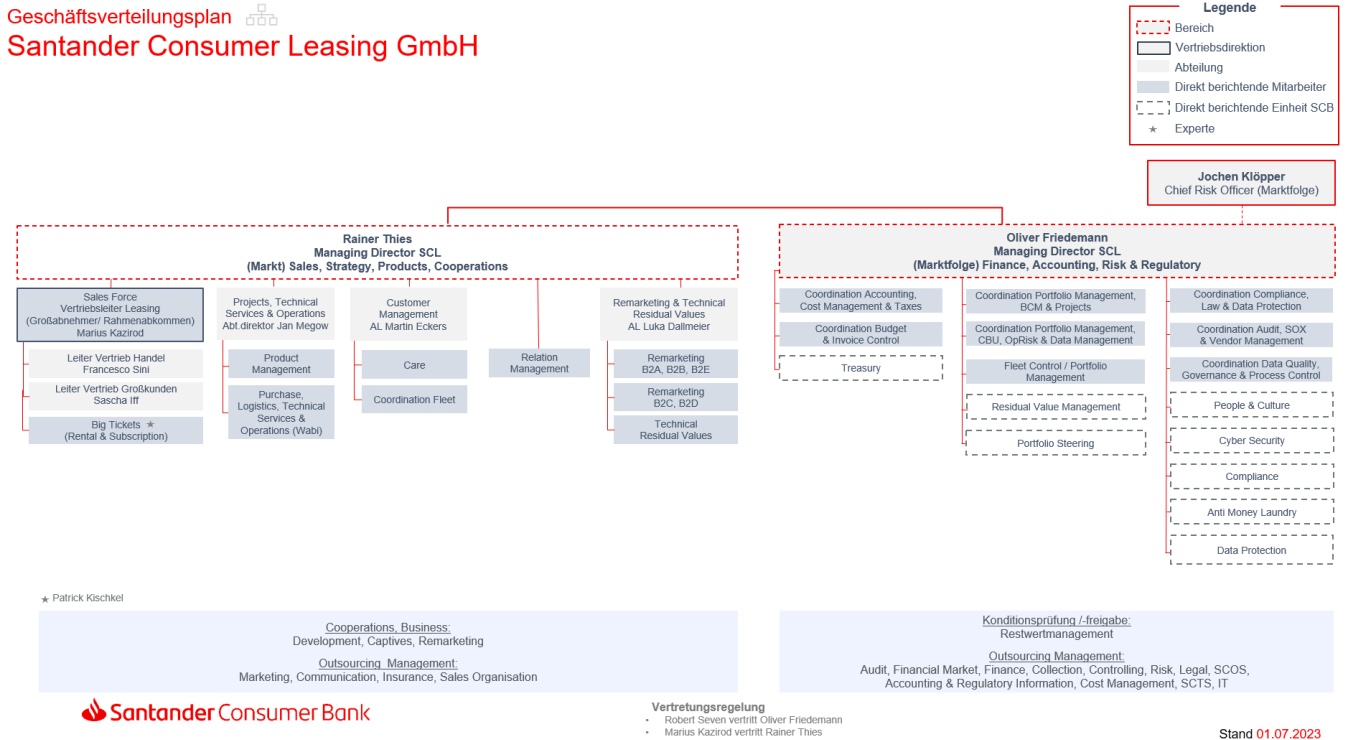
### Operational Structure

SCL is integrated into the mobility division of SCB. In this regard, SCB and SCL have been the largest non-manufacturer financial partner (so-called non-captive industry) in the automotive sector in Germany for years. Both SCB and SCL also operate as exclusive financing partners for selected car brands (so-called captives), such as Mazda and Volvo. In addition, cooperation with motorcycle manufacturers (i.e. Triumph and Indian), as well as recreational vehicles (i.e. Knaus-Tabbert and Trigano) completes the range of motor vehicles. SCB and SCL pursue the strategy of intensifying market penetration in Germany by expanding cooperation with its distributor partners. The automotive business is divided into the financing of used and new cars and leasing business. In the latter case, it has been successfully offering full-service lease for commercial

customers since 2016. In 2018, the full-service lease product was extended to private end customers. The services are mainly provided by external service partners. The lessee contacts a call centre, which coordinates the delivery of the agreed services.

### Organizational Structure

The following graphic shows the functional structure of SCL in force as of 1<sup>st</sup> July 2023:



Due to close link between the leasing business of SCL and the car selling business of SCB, SCL is closely associated with SCB in terms of both its employees and its organizational structure. In particular, SCL has no employees of its own, operating activities are largely carried out by SCB within the context of outsourcing agreements and SCL’s managing directors are employees of SCB. In this context, SCB provides services to SCL for example in the following areas:

- Compliance
- Legal
- Sales
- Invoicing and collection
- Audit
- Risk control
- General administration

As already mentioned above, SCL is not engaged in any operating activities. As such, also functions related to general administration, as well as finance, bookkeeping, accounting, HR, IT etc. are performed by SCB and other related companies.

The two managing directors have their registered office in Mönchengladbach. Their responsibilities within the SCL are as follows:

Rainer Thies: Managing Director Sales, Strategy, Products and Cooperation, Remarketing  
 Oliver Friedemann: Managing Director Marktfolge, Finance, Accounting, Risk & Regulatory

## **Business Description**

The focus of SCL's business is in granting finance-leasing agreements, especially for vehicles. Depending on the size of the total exposure, the organisation of the leasing business can be separated into the following two areas:

- Standardised leasing business with individual leases
- Leasing business with large exposures

The entity's business predominantly takes the form of so-called sales leasing. The primary sales partner is SCB, which is engaged in car financing business and positions itself as a partner of domestic car dealers and offers sales and purchase financing products, including car-leasing products.

The leasing transactions are primarily financed with bank loans. SCL has agreed framework agreements with the banks for this purpose, whereby financing takes the form of both amortisable loans and bullet repayment loans. From 2022 SCL uses ABS transaction (asset backed securities) as a source of alternative refinancing. SCL offers kilometre contracts and residual value contracts, both with and without services.

The products and services are marketed via the following distribution channels:

- Indirect Business  
No direct customer relationship. Instead, a car dealership at the "point of sale" establishes the relationship with the new or existing customer on behalf of SCL.
- Direct Business  
These are leasing transactions without the direct involvement of vehicle dealers. Vehicles are purchased not only from dealers, but also directly from manufacturers.
- Internet  
SCL intends to further strengthen its internet presence and expand the share of internet business with attractive offers.

**THE PRINCIPAL PAYING AGENT, CALCULATION AGENT, CASH ADMINISTRATOR, ACCOUNT BANK AND INTEREST DETERMINATION AGENT**

This description of the Cash Administrator, the Principal Paying Agent, the Interest Determination Agent, the Account Bank and the Calculation Agent does not purport to be an abstract of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Account Agreement, the Agency Agreement and the other Transaction Documents.

HSBC Bank plc, a public limited company, registered with the UK Companies House under registration number 00014259 and having its registered office at 8 Canada Square, London, E14 5HQ, United Kingdom has been appointed to act as Cash Administrator, Calculation Agent and Principal Paying Agent under the Transaction.

HSBC Bank plc and its subsidiaries form a group providing a range of banking products and services.

HSBC Bank plc (formerly Midland Bank plc) was formed in England in 1836 and subsequently incorporated as a company limited by shares in 1880. In 1923, the company adopted the name Midland Bank Limited, which it held until 1982 when it re-registered as a public limited company and changed its name to Midland Bank plc. In 1992, Midland Bank plc became a wholly owned subsidiary undertaking of HSBC Holdings plc, whose Group Head Office is at 8 Canada Square, London E14 5HQ. HSBC Bank plc adopted its current name, changing from Midland Bank plc, in 1999.

HSBC Holdings plc, the parent company of the HSBC Group, is headquartered in London. As at the date of this Prospectus, the Group serves customers worldwide across 64 countries and territories in Europe, Asia, North America, Latin America, and Middle East and North Africa. With assets of \$2,923bn at 30 June 2020, HSBC is one of the world's largest banking and financial services organisations.

The short term senior unsecured and unguaranteed obligations of HSBC Bank plc are, as at the date of this Prospectus, rated P-1 by Moody's and A-1 by Standard & Poor's and HSBC Bank plc has a short term issuer default rating of F1+ from Fitch. The long term senior unsecured and unguaranteed obligations of HSBC Bank plc are rated A1 by Moody's and A+ by Standard & Poor's and HSBC Bank plc has a long term issuer default rating of AA- from Fitch.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc's principal place of business in the United Kingdom is 8 Canada Square, London E14 5HQ.

HSBC Bank plc belongs to the same group of companies as HSBC Continental Europe.

HSBC Continental Europe a société anonyme incorporated under the laws of France with SIREN number 775 670 284 RCS Paris and having its registered office at 38 avenue Kleber, 75116 Paris, France has been appointed to act as Account Bank under the Transaction. It is supervised by the European Central Bank (ECB), as part of the Single Supervisory Mechanism, the French Prudential Supervisory and Resolution Authority (*l'Autorité de Contrôle Prudentiel et de Résolution* 61 rue Taitbout, 75436 Paris) (ACPR) as the French National Competent Authority and the French Financial Markets Authority (*l'Autorité des Marchés Financiers*) (AMF) for the activities carried out over financial instruments or in financial markets.

The short term senior unsecured and unguaranteed obligations of HSBC Continental Europe are, as at the date of this Prospectus, rated "P-1" by Moody's and "A-1" by Standard & Poor's and HSBC Continental Europe has a short term issuer default rating of "F1+" from Fitch. The long term senior unsecured and unguaranteed obligations of HSBC Continental Europe are rated "A1" by Moody's and "A+" by Standard & Poor's and HSBC Continental Europe has a long term issuer default rating of "AA-" from Fitch.

To the best knowledge and belief of the Issuer, the above information about the Cash Administrator, the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Account Bank has been accurately reproduced. The Issuer is able to ascertain from such information published by the Cash Administrator, the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Account Bank that no facts have been omitted which would render the reproduced information inaccurate or misleading.

The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of HSBC Bank plc or HSBC Continental Europe since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

### **TRANSACTION SECURITY TRUSTEE**

This description of the Transaction Security Trustee does not purport to be an abstract of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Transaction Security Agreement and the other Transaction Documents.

Vistra Capital Markets Trustees Limited has been appointed as Transaction Security Trustee. Vistra Capital Markets Trustees Limited is a private limited company registered in England and Wales, authorised to conduct trust business and act in the capacity of a delegate trustee with its registered address at 7th Floor, 50 Broadway, London, United Kingdom, SW1H 0DB. Vistra Capital Markets Trustees Limited is part of the Vistra Group. Vistra counts 4,700 professionals as colleagues, and from our physical presence in 46 jurisdictions across Asia-Pacific, EMEA and the Americas and we manage over 200,000 legal entities. Our clients entrust us to administer assets valued at more than US \$ 395 billion. We count 30% of the top 50 Fortune Global 500 companies and over 60% of the top 300 private equity firms as our clients and partners. Further information is available at [www.vistra.com](http://www.vistra.com).

To the best knowledge and belief of the Issuer, the above information about the Transaction Security Trustee has been accurately reproduced. The Issuer is able to ascertain from such information published by the Transaction Security Trustee that no facts have been omitted which would render the reproduced information inaccurate or misleading.

The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Vistra Capital Markets Trustees Limited since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

### **THE LISTING AGENT**

This description of the Listing Agent does not purport to be an abstract of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Agency Agreement and the other Transaction Documents.

The Listing Agent will be Banque Internationale à Luxembourg S.A.

Banque Internationale à Luxembourg is the oldest multi-business bank in the Grand Duchy of Luxembourg.

Banque Internationale à Luxembourg was incorporated in Luxembourg on 8 March 1856 in the form of a *société anonyme* (limited liability company), governed by Luxembourg law. Its registered office is located at 69, route d'Esch, L- 2953 Luxembourg. Banque Internationale à Luxembourg is registered in the Luxembourg Register of Commerce and Companies under number B-6307.

To the best knowledge and belief of the Issuer, the above information about the Listing Agent has been accurately reproduced. The Issuer is able to ascertain from such information published by the Listing Agent that no facts have been omitted which would render the reproduced information inaccurate or misleading.

The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Banque Internationale à Luxembourg since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

### THE CORPORATE ADMINISTRATOR

Pursuant to the Corporate Administration Agreement, Circumference FS (Luxembourg) S.A., 22-24 Boulevard Royal, L-2449 Luxembourg will act as corporate administrator in respect of the Issuer to provide management, secretarial and administrative services to the Issuer including the provision of directors of the Issuer. The Corporate Administrator is a public limited liability company (*société anonyme*) incorporated in Luxembourg. It is not in any manner associated with the Issuer or with the Santander Group. The Corporate Administrator will, *inter alia*, provide the following services to the Issuer:

- (a) provide three directors and secretarial, clerical, administrative services;
- (b) convene meetings of shareholders;
- (c) maintain accounting records; and
- (d) procure that the annual accounts of the Issuer are prepared, audited and filed.

The Corporate Administrator will, furthermore, fulfil or cause to be fulfilled all the obligations of the Issuer under the contracts to which the Issuer is a party and which are mentioned in this Prospectus, which are as follows:

- (a) Incorporated Terms Memorandum;
- (b) Accounts Agreement;
- (c) Agency Agreement;
- (d) Servicing Assignment;
- (e) Data Trust Agreements;
- (f) Transaction Security Agreement;
- (g) Corporate Administration Agreement;
- (h) Seller Loan Agreement;
- (i) English Security Deed;
- (j) Swap Agreement;
- (k) Subscription Agreement.

As consideration for the performance of its services and functions under the Corporate Services Agreement, the Issuer will pay the Corporate Administrator a fee as separately agreed. Recourse of the Corporate Administrator against the Issuer is limited accordingly.

The foregoing information regarding the Corporate Administrator under the heading "**THE CORPORATE ADMINISTRATOR**" has been provided by Circumference FS (Luxembourg) S.A. and the Issuer has accurately reproduced such information but assumes no further responsibility therefor.



### THE INTEREST RATE SWAP COUNTERPARTY

This description of the Interest Rate Swap Counterparty does not purport to be an abstract of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Swap Agreement and the other Transaction Documents.

The Interest Rate Swap Counterparty will be DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main.

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") is registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651. The legal entity identifier (LEI) is 529900HNOAA1KXQJUQ27.

Legal name	DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
	DZ BANK AG
Commercial name	
Domicile	Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany
	DZ BANK is a stock corporation ( <i>Aktiengesellschaft</i> ) governed by the provisions of German law
Legal Form, Legislation	Federal Republic of Germany
Country of Incorporation	
Principal Activities	<p>DZ BANK is a company of the cooperative tradition. As central credit institution, it is responsible for the liquidity balancing for the affiliated cooperative banks and the institutions of the Volksbanken Raiffeisenbanken cooperative financial network.</p> <p>DZ BANK may engage in all types of banking transactions that constitute the business of banking and in transactions complementary thereto, including the acquisition of equity investments. DZ BANK may also attain its objectives indirectly.</p> <p>In exceptional cases DZ BANK may, for the purpose of furthering the cooperative system and the cooperative housing sector, deviate from ordinary banking practices in extending credit. In evaluating whether any extension of credit is justified, the liability of cooperative members may be taken into account to the extent appropriate.</p> <p>DZ BANK is acting as a central bank, corporate bank and parent holding company of the DZ BANK Group. The DZ BANK Group forms part of the German Volksbanken Raiffeisenbanken cooperative financial network, which comprises around 700 cooperative banks and is one of Germany's largest financial services organisations measured in terms of total assets.</p> <p>As a central institution, DZ BANK is strictly geared to the interests of the cooperative banks, which are both its owners and its most important customers. Using a customized product portfolio and customer-focused marketing, DZ BANK aims to ensure that the cooperative banks continually improve their competitiveness on the basis of their brands and - from the Issuer's point of view - a leading market position. In addition, DZ BANK is in its function as central bank for all cooperative banks in Germany</p>

responsible for the liquidity management within the Volksbanken Raiffeisenbanken cooperative financial network.

As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at the national level. DZ BANK offers the full range of products and services of an international oriented financial institution with a special focus on Europe. DZ BANK also provides access to the international financial markets for its partner institutions and their customers.

DZ BANK Group's business activities include the four strategic business units Retail Banking, Corporate Banking, Capital Markets and Transaction Banking.

To the best knowledge and belief of the Issuer, the above information about the Interest Rate Swap Counterparty has been accurately reproduced. The Issuer is able to ascertain from such information published by the Interest Rate Swap Counterparty that no facts have been omitted which would render the reproduced information inaccurate or misleading.

The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of the Interest Rate Swap Counterparty the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

## **THE DATA TRUSTEE AND THE BACK-UP SERVICER FACILITATOR**

The Data Trustee and the Back-Up Servicer Facilitator is Vistra (Germany) GmbH.

The information appearing in this section has been prepared by Vistra (Germany) GmbH.

Vistra (Germany) GmbH is a private limited company registered in Germany with its registered address at Westendstrasse 28, 60325 Frankfurt, Germany. Vistra (Germany) GmbH is part of the Vistra Group. Vistra counts 4,700 professionals as colleagues, and from our physical presence in 46 jurisdictions across Asia-Pacific, EMEA and the Americas and we manage over 200,000 legal entities. Our clients entrust us to administer assets valued at more than US\$395 billion. We count 30% of the top 50 Fortune Global 500 companies and over 60% of the top 300 private equity firms as our clients and partners. Further information is available at [www.vistra.com](http://www.vistra.com).

This description of the Data Trustee and the Back-Up Servicer Facilitator does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Transaction Documents.

To the best knowledge and belief of the Issuer, the above information about Data Trustee and the Back-Up Servicer Facilitator has been accurately reproduced. The Issuer is able to ascertain from such information published by the Data Trustee and the Back-Up Servicer Facilitator that no facts have been omitted which would render the reproduced information inaccurate or misleading.

The delivery of this Prospectus does not imply that there has been no change in the affairs of Data Trustee and the Back-Up Servicer Facilitator since the date hereof, or that the information contained or referred to in this section is correct at any time subsequent to its date.

## THE ACCOUNTS AND THE ACCOUNTS AGREEMENT

### The Accounts

The Issuer will maintain the Transaction Account in connection with the Transaction Documents for the receipt of amounts relating to the Purchased Lease Receivables and the Related Lease Collateral and for the completion of its related payment obligations. Further, the Issuer will maintain the Commingling Reserve Account to which the Seller will transfer the Commingling Reserve Required Amount following the occurrence of a Commingling Reserve Trigger Event. The Issuer will maintain the Liquidity Reserve Account to which the Seller will transfer the Required Liquidity Reserve Amount on the Closing Date. The Issuer will maintain the Replacement Servicer Fee Reserve Account to which the RSF Reserve Depositor will transfer the RSF Reserve Deposit Amount upon the occurrence of a RSF Reserve Fund Trigger Event. The Issuer will maintain the Purchase Shortfall Account (together with the Transaction Account, the Commingling Reserve Account, the Replacement Servicer Fee Reserve Account and the Liquidity Reserve Account and, in each case, together with any debt or debts represented thereby, the "**Accounts**" and each, an "**Account**") to which the Issuer will transfer the Purchase Shortfall Amount, if any, during the Replenishment Period. Each Account will be kept as an account at the Account Bank, HSBC Continental Europe, in accordance with the Accounts Agreement, the Corporate Administration Agreement and the Transaction Security Agreement, or any other person appointed as Account Bank.

The Corporate Administrator shall make payments from any Account without having to execute an affidavit or fulfil any formalities other than comply with tax, currency exchange or other regulations of the country where the payment takes place.

All payments to be made by or to the Issuer in connection with the Notes and the other Transaction Documents, as well as the processing of proceeds from the Purchased Lease Receivables and the Related Lease Collateral, are undertaken through the Transaction Account and, if applicable, the Commingling Reserve Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account. Neither the balance on the Transaction Account, nor the balance on the Commingling Reserve Account, nor the balance on the Purchase Shortfall Account, nor the balance on the Replacement Servicer Fee Reserve Account nor any balance on any other Account may be utilised for any type of investments and all Accounts are solely cash accounts.

Pursuant to the Transaction Security Agreement, all claims of the Issuer in respect of the Accounts Agreement and the Accounts, respectively, are pledged and/or assigned for the security purposes to the Transaction Security Trustee. Under the Transaction Security Agreement, the Transaction Security Trustee has authorised the Issuer to administer the Transaction Account to the extent that all obligations of the Issuer are fulfilled in accordance with the relevant Pre-Enforcement Priorities of Payments, the Terms and Conditions and the requirements of the Transaction Security Agreement.

The Transaction Security Trustee may revoke the authority granted to the Issuer and take any necessary action with respect to the Transaction Account if, in the opinion of the Transaction Security Trustee, this is necessary to protect the collateral rights under the Transaction Security Agreement, including funds credited to such Accounts.

In addition, the Transaction Security Trustee will have the right to receive periodic account statements of the Transaction Account and may intervene in such circumstances with such instructions as provided for in the Transaction Security Agreement. See "**THE MAIN PROVISIONS OF THE TRANSACTION SECURITY AGREEMENT**".

Upon the occurrence of an Issuer Event of Default, each Account will be directly administered solely by the Transaction Security Trustee.

### Accounts Agreement

Pursuant to the Accounts Agreement entered into between the Issuer, the Transaction Security Trustee, the Account Bank and the Cash Administrator in relation to the Transaction Account, each of the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account has been opened with the Account Bank on or prior to

the first Purchase Date. The Account Bank will comply with any written direction of the Cash Administrator to effect a payment by debit from the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account or the Purchase Shortfall Account, as applicable, if such direction is in writing and complies with the relevant account arrangements between the Issuer and the Account Bank and is permitted under the Accounts Agreement.

Any amount standing to the credit of the Accounts will bear interest, if any, as agreed between the Issuer and the Account Bank from time to time, always in accordance with the applicable provisions of the relevant account arrangements, such interest to be calculated and credited to the respective Account in accordance to the Account Bank's usual procedure for crediting interest to such accounts. The interest earned, if any, on the amounts credited to the Transaction Account, the Liquidity Reserve Account and the Purchase Shortfall Account is part of the Pre-Enforcement Available Interest Amount or the Post Enforcement Available Distribution Amount, as applicable. The interest earned on the amounts credited to the Commingling Reserve Account and the interest earned on the amounts credited to the Replacement Servicer Fee Reserve Account, if any, is, in each case, neither part of the Pre-Enforcement Available Interest Amount nor the Post Enforcement Available Distribution Amount, as applicable, but will be transferred on each Payment Date to an account specified by the Seller, it being understood that such payment will not be subject to either the relevant Pre-Enforcement Priorities of Payments or the Post-Enforcement Priority of Payments, respectively.

In addition, the Issuer and the Seller have entered into a mandate letter in respect of fees payable by the Issuer to the Seller in relation to any balance credited to the Commingling Reserve Account and the Replacement Servicer Fee Reserve Account. On each Payment Date, the Issuer shall pay such fees owed by it to the Seller to an account specified by the Seller in accordance with the Pre-Enforcement Interest Priority of Payments and the Post-Enforcement Priority of Payments.

Under the Accounts Agreement, the Account Bank waives any first priority pledge or other lien it may have with respect to the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account, respectively, and further waives any right it has or may acquire to combine, consolidate or merge the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account, respectively, with each other or any other account of the Issuer, or any other person or set-off any liabilities of the Issuer or any other person to the Account Bank and agrees that it shall not set-off or transfer any sum standing to the credit of or to be credited to the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Replacement Servicer Fee Reserve Account or the Purchase Shortfall Account, respectively, in or towards satisfaction of any liabilities to the Account Bank of the Issuer, as the case may be, or any other person.

The Issuer and the Transaction Security Trustee will together terminate the account relationship with the Account Bank in case of an Account Bank Rating Event, (i) within thirty-three (33) calendar days after an Account Bank is no longer rated by any of the Rating Agencies and (ii) within sixty (60) calendar days if the Account Bank ceases to have the Account Bank Required Rating as further specified in the Accounts Agreement. The short-term issuer default rating of the Account Bank by Moody's is currently P-1. The Account Bank is not rated by DBRS.

However, the Account Bank will not cease to operate any Account unless and until the Issuer (or the Corporate Administrator acting on behalf of the Issuer) has appointed a new bank and any and all amounts credited to any of the Accounts (including the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Swap Cash Collateral Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account) have been transferred to that new bank in the new corresponding accounts.

## TAXATION

The following information is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective investor of the Notes. It should be read in conjunction with the section entitled "**RISK FACTORS**". Potential investors of the Notes are urged to satisfy themselves as to the overall tax consequences of purchasing, holding and/or selling the Notes and, therefore, to consult their professional tax advisors.

### TAXATION IN GERMANY

#### Interest – Resident Noteholders

A Noteholder, who is tax resident in Germany (i.e., persons whose residence, habitual abode, statutory seat, or effective place of management is located in Germany) and receives interest on the Notes, is subject to personal or corporate income tax (plus solidarity tax (*Solidaritätszuschlag*) thereon currently at a rate of 5.5 per cent. and church tax, in each case if applicable). The interest may also be subject to trade tax if the Notes form part of the property of a German trade or business. The church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Tax Office (*Bundeszentralamt für Steuern*).

If the Noteholder keeps the Notes in a custodial account with a German branch of a German or non-German financial institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*) or with a securities trading business (*Wertpapierhandelsunternehmen*) or with a securities trading bank (*Wertpapierhandelsbank*), each within the meaning of the KWG, (the "**Institution**"), the interest is principally subject to a flat rate withholding tax at a rate of 25 per cent. (plus solidarity surcharge thereon currently at a rate of 5.5 per cent. plus church tax, if applicable). The flat rate withholding tax is to be withheld by the Institution which credits or pays out the interest to the Noteholder. With the flat rate withholding tax the income from capital investments of individual investors holding the Notes as a private asset is deemed discharged and the taxpayer is no longer required to include the income in his or her tax return. However, related expenses (*Werbungskosten*) are not deductible. The abolishment of the solidarity surcharge does not apply to income from capital investments subject to the previously described flat rate tax regime. For other tax resident investors holding the Notes as a business asset the withholding tax levied, if any, will be credited as prepayments against the German personal or corporate income tax (plus solidarity surcharge if applicable) of the tax resident investor. Amounts over withheld will entitle the Noteholder to a refund, based on an assessment to tax. Foreign withholding tax on interest income may be credited against German tax. The flat rate withholding tax would not apply, if the Noteholder is a German financial institution, financial services institution or an investment management company.

For individual resident Noteholders an annual exemption for investment income of EUR 1,000 for individual tax payers or EUR 2,000 for married tax payers who are assessed jointly may apply, principally, if their Notes do not form part of the property of a trade or business nor give rise to income from the letting and leasing of property. Therefore, Noteholders may be exempt from the flat rate withholding tax on interest, if (i) their interest income qualifies as investment income and (ii) if they filed a withholding exemption certificate (*Freistellungsauftrag*) with the Institution having the respective Notes in custody. However, the exemption applies only to the extent the interest income derived from the Notes together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no flat rate withholding tax will be levied if the Noteholder submits a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the relevant local tax office to the German institution having the respective Notes in custody. Furthermore, if the flat tax rate exceeds the personal income tax rate of the individual resident Noteholder, the Noteholder may elect a personal assessment to apply his or her personal income tax rate.

If a Noteholder is subject to church tax and has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) so that church tax is not levied by way of withholding, the respective Noteholder is obliged to include the income in the tax return for church tax purposes.

Currently, discussions are underway aiming to (partly) abolish the current system of a final withholding tax (*Abgeltungsteuer*) for interest income received by private investors. While it is not yet clear if and to what extent the aforementioned withholding tax rules will be amended, it is likely that any such amendment may lead to a higher tax burden of private investors whose individual tax rate exceeds 25%.

### **Capital Gains – Resident Noteholders**

A Noteholder who is tax resident in Germany and receives capital gains from the sale, transfer or redemption of the Notes is subject to personal or corporate income tax (plus solidarity tax (*Solidaritätszuschlag*) thereon currently at a rate of 5.5 per cent. and church tax, in each case if applicable). The capital gains may also be subject to trade tax if the Notes form part of the property of a German trade or business. The church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Tax Office (*Bundeszentralamt für Steuern*). Apart from the annual lump-sum deduction (*Sparer-Pauschbetrag*) for investment income as explained above at "*Interest – Resident Noteholders*" Noteholders holding the Notes as private assets will generally not be entitled to deduct expenses incurred in connection with the investment in the Notes from their income. In addition, such Noteholders could not offset losses from the investment in the Notes against other type of income (e.g. employment income). Losses incurred on the disposition or redemption of the Notes may give rise to negative income as such generally recognizable. However, the German legislator has introduced new rules regarding the tax recognition of specific losses when the Notes are held by Noteholders as private assets, i.e. losses resulting from the total or partial uncollectibility of notes, from the write-off of worthless notes, from the transfer of worthless notes to a third party or from any other shortfall can only be offset with gains from other capital income up to the amount of EUR 20,000 p.a. Losses not offset can be carried forward to subsequent years and can be offset against gains from capital income in the amount of EUR 20,000 in each subsequent year.

If the Noteholder keeps the Notes acquired in a custodial account at an Institution, the gain from the sale or redemption of the Notes is principally subject to a flat rate withholding tax at a rate of 25 per cent. (plus solidarity surcharge thereon currently at a rate of 5.5 per cent. plus church tax, if applicable) levied by the Institution which credits or pays out the capital gain to the Noteholder. The abolishment of the solidarity surcharge does not apply to income from capital investments subject to the previously described flat rate tax regime. The flat rate withholding tax also applies to interest accrued through the date of the sale of the Notes and shown separately on the respective settlement statement (*Stückzinsen*). In case of capital gains from the sale, transfer or redemption of Notes, withholding tax will be levied on an amount equal to the difference between the issue or purchase price of the Notes and the redemption amount or sales proceeds less any directly related expenses *provided that* the Noteholder has kept the Notes in a custodial account since the time of issuance or acquisition respectively or has proven the acquisition facts. Otherwise, withholding tax is generally applied to 30 per cent. of the amounts paid in partial or final redemption of the Notes or the proceeds from the sale of the Notes. It is not entirely clear if and how the restricted loss compensation outlined in the preceding section is recognized for the withholding tax. However, the German fiscal authorities indicate that the loss compensation will only be provided in the course of the individual tax assessment, i.e. withholding tax will be applied without the aforementioned loss compensation and the individual private Noteholder will have to submit a tax return to have such losses recognized.

With the flat rate withholding tax the income from capital investments of individual investors holding the Notes as a private asset is deemed discharged and the taxpayer is no longer required to include the income in his tax return. If the Noteholder is a company then no withholding tax will be levied on capital gains from the sale, transfer or redemption of a Note *provided that* the Notes are held by an Institution under the name of the company. The same is true if the Notes are held as a business asset of a German business and the Noteholder declares this by way of an official form *vis-à-vis* the Institution. Other flat rate withholding tax exemptions are available as explained under "Interest" above.

### **Non-Resident Noteholders**

In principle, interest income deriving from Notes held by non-resident Noteholders is not regarded as taxable income in Germany unless such income qualifies as German source income because the Notes are held as business assets in a German permanent establishment or by a German-resident permanent representative of the Noteholder.

If the interest income deriving from the Notes qualifies as German source income and the Notes are held in custody with a German credit institution or a German financial services institution, the German flat rate withholding tax (including solidarity surcharge) would principally apply. Flat rate withholding tax exemptions may be available as explained under "Interest" above.

Gains derived from the sale or redemption of the Notes by a non-resident Noteholder are subject to German personal or corporate income tax (plus solidarity tax thereon currently at a rate of 5.5 per cent., if applicable) only if the Notes form part of the business property of a permanent establishment maintained in Germany by the Noteholder or are held by a permanent representative of the Noteholder (in which case such capital gains may also be subject to trade tax on income). Double tax treaties concluded by Germany generally permit Germany to tax the interest income in this situation.

If the Notes are held in custody with a German credit institution or a German financial services institution (including a German permanent establishment of a foreign credit institution), as disbursing agent (*inländische auszahlende Stelle*) for the individual Noteholder, the German Central Tax Office is obliged to provide information on interest received by non-resident individual Noteholders to the tax authorities at the state of residence of the respective Noteholder, *provided that* this Noteholder is resident of an European Union member state or any other territory for which the provisions under reporting systems are applicable.

### **Gift or Inheritance Tax**

The gratuitous transfer of a Note by a Noteholder as a gift or by reason of the death of the Noteholder is subject to German gift or inheritance tax if the Noteholder or the recipient is resident or deemed to be resident in Germany under German law at the time of the transfer. If neither the Noteholder nor the recipient is resident, or deemed to be resident, in Germany at the time of the transfer no German gift or inheritance tax is levied unless the Notes form part of the business property for which a permanent establishment or fixed base is maintained in Germany by the Noteholder. Exceptions from this rule apply to certain German expatriates. Tax treaties concluded by Germany generally permit Germany to tax the transfer of a Note in this situation.

### **Other Taxes**

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax is not levied in Germany.

## **TAXATION IN LUXEMBOURG**

The following information is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective investor of the Notes. It should be read in conjunction with the section entitled "RISK FACTORS". Potential investors of the Notes are urged to satisfy themselves as to the overall tax consequences of purchasing, holding and/or selling the Notes and, therefore, to consult their professional tax advisors.

### **Luxembourg Taxation**

The statements herein regarding certain tax considerations effective in Luxembourg are based on the laws, regulations, administrative practice and judicial interpretations in force in the Grand Duchy of Luxembourg as of the date of this Prospectus and are subject to any changes in law.

The following information is of a general nature only, it is not intended to be, nor should it be construed to be, legal or tax advice, and does not purport to be a comprehensive description of all the Luxembourg tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Prospective investors in the Notes should therefore consult their own professional advisers as to particular circumstances, the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject as a result of the purchase, ownership and disposition of the Notes and as to their tax position.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Further, any reference to a resident corporate noteholders includes non-resident corporate noteholders carrying out business activities through a



permanent establishment or a permanent representative in Luxembourg to which assets would be attributable. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) as well as the solidarity surcharge (*contribution au fonds pour l'emploi*) invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax (*impôt sur le revenu*) and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well. Prospective Noteholders may further be subject to other duties, levies or taxes.

### **Withholding Tax**

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to Luxembourg resident individual holders of the Notes, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest) or upon payment of principal or premium in case of redemption, reimbursement, exchange or repurchase of the Notes.

Payments under the Notes will only be made after deduction or withholding of any mandatory withholding or deductions on account of tax. The Issuer will not be required to pay additional amounts in respect of any such withholding or other deduction for or on account of any present or future taxes, duties or charges of whatever nature. See "*TERMS AND CONDITIONS OF THE NOTES — Condition 10 (Taxes)*".

#### **(a) Non-resident Noteholders**

Under Luxembourg general tax law currently in effect, there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption, reimbursement, repurchase or exchange of the Notes held by non-resident Noteholders.

#### **(b) Resident Noteholders**

Under general tax laws currently in force and subject to the Luxembourg law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption, reimbursement, repurchase or exchange of Notes held by Luxembourg resident Noteholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20%.

The withholding tax applied in accordance with the Relibi Law will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law, as amended would be subject to withholding tax of 20%.

### **Income Taxation**

#### **(a) Non-resident Noteholders**

Non-resident Noteholders, not having a permanent establishment or a permanent representative in Luxembourg to which the Notes or income thereon are attributable, are not subject to Luxembourg income taxes on income accrued or received, redemption premiums or issue discounts, under the Notes nor on capital gains realised on the sale, exchange or disposal of the Notes. Non-resident corporate or individual holders acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which or to whom such Notes are attributable, are subject to Luxembourg income tax on interest

accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale, exchange or disposal of the Notes.

**(b) Resident Noteholders**

Luxembourg resident Noteholders will not be liable for any Luxembourg income tax on repayment of principal under the Notes.

**(i) resident individual Noteholders**

Resident individual Noteholders, acting in the course of the management of their private wealth, are subject to Luxembourg income tax at progressive rates in respect of interest or similar income received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual Noteholder has opted for the application of a 20% tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg) or in a Member State of the European Economic Area (other than a EU Member State).

A gain realised by resident individual Noteholders, acting in the course of the management of their private wealth, upon the sale, exchange or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale, exchange or disposal took place more than six (6) months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

Resident Noteholders, acting in the course of the management of a professional or business undertaking must include interest or similar income received, redemption premiums or issue discounts, under the Notes, as well as any gain realised upon the sale, exchange or disposal, in any form whatsoever, of Notes, in their taxable basis, which will be subject to Luxembourg income tax at progressive rates. If applicable, the tax levied in accordance with the Relibi Law will be credited against their final tax liability.

**(ii) resident corporate Noteholders**

Resident corporate Noteholders must include any interest or similar income received, redemption premiums or issue discounts, under the Notes, as well as any gain realised upon the sale, exchange or disposal, in any form whatsoever, of the Notes, in their taxable income for Luxembourg income tax assessment purposes.

Noteholders that are governed by and compliant with the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialized investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds, as amended, and are not investing exclusively in risk capital, are neither subject to Luxembourg income tax in respect of interest or similar income received, redemption premiums or issue discounts, under the Notes, nor any gain realised upon the sale, exchange or disposal, in any form whatsoever, of the Notes.

**Net wealth taxation**

Resident corporate Noteholders as well as non-resident corporate Noteholders which maintain a permanent establishment or a permanent representative in Luxembourg to which the Notes or income thereon are attributable, are subject to Luxembourg wealth tax on such Notes, except if the Noteholders are a family estate management company governed by and compliant with the law of 11 May 2007, as amended, or an undertaking for collective investment governed by and compliant with the law of 17 December 2010, as amended, or a securitization vehicle governed by and compliant with the law of 22 March 2004 on securitization, as amended, or a company governed by and compliant with the law of 15 June 2004 on venture capital vehicles, as amended, or a specialized investment fund governed by and compliant with the law of 13

February 2007 on specialized investment funds, as amended or a pension-saving company or a pension-saving association, both governed by and compliant with the law of 13 July 2005, as amended or a reserved alternative investment fund governed by and compliant with the law of 23 July 2016, as amended.

Non-resident corporate Noteholders, not having a permanent establishment or a permanent representative in Luxembourg to which the Notes or income thereon are attributable, as well as individual Noteholders, whether they are resident of Luxembourg or not, are not subject to Luxembourg wealth tax.

The net wealth tax charge for a given year can be avoided or reduced if a specific reserve, equal to five times the net wealth tax to save, is created before the end of the subsequent tax year and maintained during the five following tax years. The net wealth tax reduction corresponds to one fifth of the reserve created, except that the maximum net wealth tax to be saved is limited to the corporate income tax amount due for the same tax year, including the employment fund surcharge, but before imputation of available tax credits.

Corporate resident Noteholders will further be subject to (a) a minimum net wealth tax of EUR 4,815, if they hold assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds 90% of their total balance sheet value and if the total balance sheet value exceeds EUR 350,000, or (b) a minimum net wealth tax between EUR 535 and EUR 32,100 based on the total amount of its assets. Items (e.g., real estate properties or assets allocated to a permanent establishment) located in a treaty country, where the latter has the exclusive taxation right, are not considered for the calculation of the 90% threshold. Notwithstanding the above mentioned exceptions regarding net wealth tax, the minimum net wealth tax also applies if the resident corporate Noteholders is a securitization company governed by and compliant with the law of 22 March 2004 on securitization, as amended, or an investment company in risk capital governed by and compliant with the law of 15 June 2004 on venture capital vehicles, as amended, or a pension-saving company or a pension-saving association, both governed by and compliant with the law of 13 July 2005, as amended or reserved alternative investment fund investing exclusively in risk capital governed by and compliant with the law of 23 July 2016, as amended.

## **Other taxes**

### *Stamp duties, value added tax and similar taxes or duties*

In principle, neither the issuance nor the exchange, transfer, repurchase or redemption of Notes will give rise to any Luxembourg stamp duty, value-added tax, issuance tax, registration tax, transfer tax or similar taxes or duties, provided that the relevant issue or transfer agreement is not submitted to registration in Luxembourg which is not *per se* mandatory.

However, a fixed or ad valorem registration duty may be due upon the registration of the Notes in Luxembourg in the case where the issuance, exchange or disposal of the Notes are either (i) physically attached (*annexés*) to a public deed or to any other document subject to mandatory registration, (ii) lodged with a notary's records (*déposé au rang des minutes d'un notaire*) or (iii), as well as in the case of a registration of the Notes on a voluntary basis.

### *Inheritance tax*

Where a Noteholder is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

### *Gift tax*

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed passed in front of a notary or recorded in Luxembourg.

## **Residence**

A holder of the Notes will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Notes or the execution, performance, delivery and/or enforcement in respect thereof.

### **The Common Reporting Standard**

The common reporting standard framework was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard ("**CRS**"). The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) ("**FIs**") relating to account holders who are tax resident in other participating jurisdictions.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**") implements CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis.

For the purposes of complying with its obligations under CRS and DAC II, if any, the Issuer shall be entitled to require Noteholders to provide any information regarding their and, in certain circumstances, their controlling persons' tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of CRS and DAC II and Noteholders will be deemed, by their holding, to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) or any other person to the relevant tax authorities who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by the Issuer to comply with its CRS and DAC II obligations, if any, may result in the Issuer being deemed to be non-compliant in respect of its CRS obligations and monetary penalties may be imposed as a result under applicable law.

The attention of prospective Noteholders is drawn to Condition 10 of the Notes (*Taxes*).

**THE FOREGOING INFORMATION IS NOT EXHAUSTIVE; IT DOES NOT, IN PARTICULAR, DEAL WITH ALL TYPES OF TAXES NOR WITH THE POSITION OF INDIVIDUAL INVESTORS. PROSPECTIVE INVESTORS SHOULD, THEREFORE, CONSULT THEIR PROFESSIONAL ADVISORS.**

## SUBSCRIPTION AND SALE

### Subscription of the Notes

Pursuant to the Subscription Agreement, each of the Joint Lead Managers has agreed, subject to certain conditions, to subscribe, or to procure subscriptions, for the Notes. The Seller has agreed to pay the Joint Lead Managers a combined management, underwriting and placement commission on the Classes of Notes, as agreed between the parties to the Subscription Agreement. The Seller has further agreed to reimburse the Joint Lead Managers for certain of their expenses in connection with the issue of the Notes.

In the Subscription Agreement, the Issuer has made certain representations and warranties in respect of its legal and financial matters.

The Subscription Agreement entitles the Joint Lead Managers to terminate their obligations thereunder in certain circumstances prior to payment of the purchase price of the Notes. The Issuer has agreed to indemnify each Joint Lead Manager against certain liabilities in connection with the offer and sale of the Notes.

Except with the prior written consent of Santander Consumer Leasing GmbH and where such sale falls within the exemption provided by Section \_\_.20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. person" as defined in the U.S. Risk Retention Rules. Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

- Any natural person resident in the United States;
- Any partnership, corporation, limited liability company, or other organization or entity organized or incorporated under the laws of any State or of the United States;
- Any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- Any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- Any partnership, corporation, limited liability company, or other organization or entity if:
  - 1) Organized or incorporated under the laws of any foreign jurisdiction; and
  - 2) Formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act .

The material difference between such definitions is that (1) a "U.S. person" under Regulation S includes any partnership or corporation that is organized or incorporated under the laws of any foreign jurisdiction formed by one or more "U.S. persons" (as defined in Regulation S) principally for the purpose of investing in securities that are otherwise offered within the United States pursuant to an applicable exemption under the Securities Act unless it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts, while (2) any organization or entity described in (1) is treated as a "U.S. person" under the U.S. Risk Retention Rules, regardless of whether it is so organized and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts.

## **Selling Restrictions**

### **General**

All applicable laws and regulations must be observed in any jurisdiction in which the Notes may be offered, sold or delivered, to the best of the Joint Lead Managers' knowledge and belief. Each of the Joint Lead Managers has agreed that it will not, directly or indirectly offer, sell or deliver any of the Notes or distribute the Prospectus or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof, to the best of such Joint Lead Manager's knowledge and belief and it will not impose any obligations on the Issuer except as set out in the Subscription Agreement.

Notwithstanding the foregoing, each of the Joint Lead Managers will not have any liability to the Issuer or the Seller for compliance by the Issuer or the Seller or any other person with the U.S. Risk Retention Rules except to the extent that the Joint Lead Manager may be liable to the Issuer or the Seller due to the Joint Lead Manager's failure to comply with the procedures described in the Subscription Agreement.

"**U.S. Risk Retention Rules**" means the final rules promulgated under Section 15G of the U.S. Securities Exchange Act of 1934.

### **United States of America and its Territories**

1. The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined for purposes of Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each of the Joint Lead Managers has represented and agreed that it has not offered or sold the Notes, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 under Regulation S under the Securities Act. Accordingly, each Joint Lead Manager further has represented and agreed that neither it, its respective affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note.

In addition, before forty (40) calendar days after commencement of the offering, an offer or sale of Notes within the United States by a dealer or other person that is not participating in the offering may violate the registration requirements of the Securities Act.

Under the Subscription Agreement, each of the Joint Lead Managers (i) has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered, sold or delivered any Notes, and will not offer, sell or deliver any Notes, (x) as part of its distribution at any time or (y) otherwise before forty (40) calendar days after the later of the commencement of the offering and the issue date, except in accordance with Rule 903 under Regulation S under the Securities Act; (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act, and (iv) also has agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or to substantially the following effect:

"The securities covered hereby have not been registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, (a) as part of their distribution at any time or (b) otherwise until forty (40) calendar days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them in Regulation S under the Securities Act."

Terms used in this clause have the meanings given to them in Regulation S under the Securities Act.

Notes will be issued in accordance with the provisions of United States Treasury Regulation section 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as the TEFRA D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code) (the "**TEFRA D Rules**").

2. Further under the Subscription Agreement, each of the Joint Lead Managers has represented and agreed that:
  - (a) except to the extent permitted under the TEFRA D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, directly or indirectly, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and will not deliver, directly or indirectly, within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
  - (b) it has and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
  - (c) if it is considered a United States person, that it is acquiring the Notes for purposes of resale in connection with their original issuance and agrees that if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation section 1.163-5(c)(2)(i)(D)(6) (or successor rules in substantially the same form);
  - (d) with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes during the restricted period that it will either (i) repeat and confirm the representations and agreements contained in paragraphs (a), (b) and (c) on such affiliate's behalf; or (ii) agrees that it will obtain from such affiliate for the benefit of the purchaser of the Notes and Issuer the representations and agreements contained in paragraphs (a), (b) and (c) above; and
  - (e) it will obtain for the benefit of the Issuer the representations and agreements contained in paragraphs (a), (b), (c) and (d) above from any person other than its affiliate with whom it enters into a written contract, as defined in United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(4) (or substantially identical successor provisions) for the offer and sale during the restricted period of Notes.

Terms used in this clause 2 have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

Notwithstanding any of the foregoing, Notes and interests therein may not be transferred at any time, directly or indirectly, in the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

### **United Kingdom**

Each of the Joint Lead Managers has represented, warranted and agreed to the Issuer under the Subscription Agreement that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the United Kingdom Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

As used herein, "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.

### **Republic of France**

Each of the Joint Lead Managers has represented, warranted and agreed to the Issuer under the Subscription Agreement that it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly or indirectly, any Notes to the public in France other than in accordance with the exemption of article 1(4) of the Prospectus Regulation and article L. 411-2 1° of the French Monetary and Financial Code (*Code monétaire et financier*) and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, other than to qualified investors, as defined in Article 2(e) of the Prospectus Regulation, this Prospectus or any other offering material relating to the Notes.

### **No Offer to EEA Retail Investors**

Each of the Joint Lead Managers has represented, warranted and agreed to the Issuer under the Subscription Agreement in respect of the Notes, it has not offered or sold the Notes, and will not offer or sell the Notes, directly or indirectly, to retail investors in the European Economic Area and the prospectus or any other offering material relating to the Notes has not been distributed or caused to be distributed and will not be distributed or caused to be distributed to retail investors in the European Economic Area.

For the purposes of this provision:

- (i) the expression "retail investor" means a person who is one (or more) of the following:
- (1) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - (2) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (3) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"); and
- (ii) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### **No Offer to UK Retail Investors**

Each of the Joint Lead Managers has represented, warranted and agreed to the Issuer under the Subscription Agreement in respect of the Notes, it has not offered or sold the Notes, and will not offer or sell the Notes, directly or indirectly, to retail investors in the United Kingdom and the prospectus or any other offering material relating to the Notes has not been distributed or caused to be distributed and will not be distributed or caused to be distributed to retail investors in the United Kingdom.

For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
- (1) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; or
  - (2) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU)



No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA;  
or

- (3) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; and
- (ii) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### **USE OF PROCEEDS**

The aggregate net proceeds from the issue of the Notes will amount to EUR [●]. The net proceeds are equal to the gross proceeds and will be used by the Issuer to finance the Initial Purchase Price for the acquisition of the Lease Receivables and Related Lease Collateral from the Seller having an Aggregate Outstanding Discounted Receivables Balance of EUR [●] on the Closing Date in an amount of EUR [●].

The costs of the Issuer in connection with the issue of the Notes, including, without limitation, transaction structuring fees, costs and expenses payable on the Closing Date to the Joint Lead Managers and to other parties in connection with the offer and sale of the Notes and certain other costs, and in connection with the admission of the Notes to trading on the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange, are paid separately by the Seller to the respective recipients. [The difference between (i) the Aggregate Outstanding Note Principal Amount of all Classes of Notes on the Closing Date being EUR [●] and (ii) the Aggregate Outstanding Discounted Receivables Balance of the Purchased Receivables, in an amount of EUR [●], will remain on the Purchase Shortfall Account of the Issuer and will be part of the Pre-Enforcement Available Principal Amount on the first Payment Date.]

## GENERAL INFORMATION

### Subject of this Prospectus

This Prospectus relates to Class A Notes in an aggregate principal amount of EUR [●], Class B Notes in an aggregate principal amount of EUR [●], Class C Notes in an aggregate principal amount of EUR [●], Class D Notes in an aggregate principal amount of EUR [●], Class E Notes in an aggregate principal amount of EUR [●] and Class F Notes in an aggregate principal amount of EUR [●], in each case issued by SC Germany S.A. acting in respect and on behalf of its Compartment Leasing 2023-1.

### Authorisation

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on the resolution date [●].

### Litigation

Since its incorporation on 28 August 2020, SC Germany S.A. has not been engaged in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which SC Germany S.A. is aware), which may have, or have had in the recent past significant effects on the Issuer's financial position or profitability.

### Payment Information

In connection with the Notes, the Issuer will forward copies of notice to holders of listed securities in final form to the Luxembourg Stock Exchange.

Payments and transfers of the Notes will be settled through Clearstream Luxembourg and Euroclear, as described herein. The Notes have been accepted for clearing by Clearstream Luxembourg and Euroclear.

### Material Adverse Change and Significant Change

There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation. Further, there has been no significant change in the financial performance of the Issuer since 31 December 2022.

### Luxembourg Listing

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed to the official list of the Luxembourg Stock Exchange and to be admitted to trading at the regulated market (segment for professional investors) of the Luxembourg Stock Exchange. The total expenses related to the admission to trading will approximately amount to EUR [●].

### Publication of Documents

This Prospectus will be made available to the public by publication in electronic form on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and on the website of Circumference FS (Luxembourg) S.A. (<https://circumferencefs-luxembourg.com>).

### Websites

Any website mentioned in this document does not form part of the Prospectus unless such information is incorporated by reference into the Prospectus.

### Availability of Documents

- (a) From the date hereof, the following documents will be available for at least ten years for inspection in electronic form at the registered office of the Issuer:
  - (i) the articles of association of the Issuer;

- (ii) the resolution of the board of directors of the Issuer approving the issue of the Notes;
- (iii) the future annual financial statements of the Issuer (interim financial statements will not be prepared);
- (iv) all notices given to the Noteholders pursuant to the Terms and Conditions;
- (v) this Prospectus, the Incorporated Terms Memorandum and all other Transaction Documents referred to in this Prospectus;
- (vi) the 2021 annual accounts of the Issuer and the 2022 annual accounts of the Issuer; and
- (vii) any Investor Report.

In addition, certain loan level data (on a no-name basis) is available for inspection, free of charge, at the registered office of the Servicer at Santander Consumer Leasing GmbH, Santander-Platz 1, 41061 Mönchengladbach, Germany during customary business hours upon request. Such data may also be obtained, free of charge, upon request from the Seller in electronic form following the due execution of a non-disclosure agreement.

- (b) The following documents will be available for at least ten years for inspection on the following website [circumferencefs-luxembourg.com](http://circumferencefs-luxembourg.com):
  - (i) this Prospectus;
  - (ii) the constitutional documents of the Issuer; and
  - (iii) the future annual financial statements of the Issuer (interim financial statements will not be prepared).

### **Post-issuance Reporting**

Following the Closing Date, the Principal Paying Agent will provide the Issuer, the Corporate Administrator, the Transaction Security Trustee and, on behalf of the Issuer, by means of notification in accordance with Condition 13 (*Form of Notices*) of the Terms and Conditions of the Notes, the Noteholders, and so long as any of the Notes are listed on the official list of the Luxembourg Stock Exchange, and admitted to trading on the regulated market (segment for professional investors) of the Luxembourg Stock Exchange, with the following information notified to it, all in accordance with the Agency Agreement and the Terms and Conditions of the Notes:

- (a) with respect to each Payment Date, the Interest Amount pursuant to Condition 6.1 (*Interest Calculation*) of the Terms and Conditions;
- (b) with respect to each Payment Date, the amount of Interest Shortfall pursuant to Condition 6.4 (*Interest Shortfall*) of the Terms and Conditions, if any;
- (c) with respect to each Payment Date falling on a date after the expiration of the Replenishment Period, of the Note Principal Amount of each Class of Notes and the Class A Notes Principal, the Class B Notes Principal, the Class C Notes Principal, the Class D Notes Principal, the Class E Notes Principal and the Class F Notes Principal pursuant to Condition 7 (*Replenishment and Redemption*) to be paid on such Payment Date and, in addition and in respect of the Class F Notes only, with respect to each Payment Date starting from the Payment Date falling in [January 2024], of the Note Principal Amount of the Class F Notes Principal to be paid on such Payment Date;
- (d) in the event the payments to be made on a Payment Date constitute the final payment with respect to Notes pursuant to Condition 7.4 (*Legal Maturity Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption upon Occurrence of a Regulatory Change Event*), of the fact that such is the final payment; and
- (e) of the occurrence of a Servicer Disruption Date as notified by the Calculation Agent.

In each case, such notification shall be made by the Principal Paying Agent on the Calculation Date preceding the relevant Payment Date.

**Conflict of Interest in Relation to the Issue**

Save as disclosed in the part of "Risk Factors - The Notes - Conflicts of Interest" there are no conflicts of interest in relation to the issue of the Notes.

**Clearing Codes**

**Class A Notes**

ISIN: XS2693290178  
Common Code: 269329017  
WKN: A3LPAG  
CFI: DBVNFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

**Class B Notes**

ISIN: XS2693291069  
Common Code: 269329106  
WKN: A3LPAH  
CFI: DBVXFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

**Class C Notes**

ISIN: XS2693291655  
Common Code: 269329165  
WKN: A3LPAJ  
CFI: DBVXFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

**Class D Notes**

ISIN: XS2693291903  
Common Code: 269329190  
WKN: A3LPAK  
CFI: DBVXFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

**Class E Notes**

ISIN: XS2693292034  
Common Code: 269329203  
WKN: A3LPAL  
CFI: DBVXFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

**Class F Notes**

ISIN: XS2715187816  
Common Code: 271518781  
WKN: A3LQXA  
CFI: DBVXFB  
FISN: SC GERMANY  
S.A./VAREUR NT  
22001231

## SCHEDULE 1 DEFINITIONS

The following terms used in the Transaction Documents and the Prospectus shall have the meanings given to them below as determined in clause 1 of the Incorporated Terms Memorandum, except so far as the context otherwise requires and subject to any contrary indication, and such terms are set out in Appendix 1 to the Terms and Conditions of the Notes and forms an integral part of the Terms and Conditions of the Notes:

**"Accession Agreement"** shall mean the agreement concluded between the Transaction Security Trustee and any Replacement Beneficiary;

**"Account"** shall mean any of the Transaction Account, the Commingling Reserve Account, the Purchase Shortfall Account, the Liquidity Reserve Account, the Swap Cash Collateral Account, the Replacement Servicer Fee Reserve Account and any other bank account (and any debt or debts represented thereby) specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to, or in replacement of, the Transaction Account, the Commingling Reserve Account, the Liquidity Reserve Account, the Swap Cash Collateral Account, the Replacement Servicer Fee Reserve Account and the Purchase Shortfall Account in accordance with the Accounts Agreement and the Transaction Security Agreement (together, **"Accounts"**);

**"Account Bank"** shall mean HSBC Continental Europe as well as any successor thereof or any other person appointed as Account Bank in accordance with the Accounts Agreement and the Transaction Security Agreement from time to time as the bank with whom the Issuer holds the Accounts, and any reference to the Account Bank shall include any successor thereof;

**"Accounts Agreement"** shall mean an accounts agreement dated [●] December 2023 entered into between the Issuer, the Account Bank, the Transaction Security Trustee and Cash Administrator in relation to the Accounts;

**"Account Bank Event"** shall mean (a) the Account Bank Required Rating is not met anymore or (b) the Account Bank is no longer rated by any of the Rating Agencies;

**"Account Bank Required Rating"** shall mean, at any time in respect of any financial institution acting as Account Bank:

- (a) having a short-term deposit rating of at least "P-1" (or its replacement) by Moody's (or, if it does not have a short-term deposit rating assigned by Moody's, the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank are assigned a rating of at least "P-1" (or its replacement) by Moody's); and
- (b) having either:
  - (i) a COR of at least "A (high)" from DBRS; or
  - (ii) a public or private long-term senior debt rating of at least "A" from DBRS; or
  - (iii) a DBRS Equivalent Rating of at least "A";
- (c) or having such other rating or ratings to maintain the then current ratings of the Notes;

**"Additional Lease Receivable"** shall mean any Purchased Lease Receivable which is sold and assigned or purported to be assigned to the Issuer after the Closing Date in accordance with the Lease Receivables Purchase Agreement during the Replenishment Period;

**"Adjustment Spread"** shall be determined by the issuer (or the Servicer on its behalf) to reduce or eliminate, to the extent reasonably practical, any transfer of economic value that would otherwise arise from the replacement of EURIBOR by an Alternative Base Rate, provided that if a spread or methodology for calculation of an adjustment spread has been formally designated, nominated or recommended by any

Relevant Nominating Body in relation to the replacement of EURIBOR with the Alternative Base Rate, that spread shall apply or that methodology shall be used to determine the Adjustment Spread, as applicable;

**"Administrative Expenses"** shall mean the fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business), expenses and other amounts due to the Corporate Administrator under the Corporate Administration Agreement, the Data Trustee under the Data Trust Agreement, and the Account Bank under the Accounts Agreement and (as further specified in the Master Corporate Services Agreement) the account mandate entered into with respect to the share capital account (for the avoidance of doubt fees include any negative interest charged and other general expenses not attributable to a specific compartment), the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent and the Cash Administrator under the Agency Agreement, the Joint Lead Managers under the Subscription Agreement (excluding any commissions and fees payable to the Joint Lead Managers on the Closing Date), the relevant stock exchange on which the Notes may be listed, any listing agent, any intermediary between the Issuer, the Noteholders and the relevant stock exchange, the Class A Notes Common Safekeeper or any other relevant party with respect to the issue of the Notes, any amounts due and payable by the Issuer in connection with the establishment of the Issuer, and any other amounts due and payable or which are expected to fall due and payable by the Issuer in connection with the liquidation or dissolution (if applicable) of the Issuer or any other fees, costs and expenses, any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business), expenses and other amounts due to the directors of the Issuer (properly incurred with respect to their duties), legal advisers or auditors of the Issuer, the Rating Agencies (including any ongoing monitoring fees), fees owed to the Seller with respect to the amounts standing to the credit of the Commingling Reserve Account and the Replacement Servicer Fee Reserve Account in an amount up to EUR [●] per month and a reserved profit of the Issuer of up to EUR [●] annually and any reimbursement payments (if any) due to the Servicer pursuant to clause 3.6 of the Servicing Agreement;

**"Admissible Purpose"** shall have the meaning given to such term in clause 2.1 of the Data Processing Agreement;

**"Adverse Claim"** shall mean any ownership interest, lien, security interest, charge or encumbrance, or other right or claim in, over or on any person's assets or properties in favour of any other person;

**"Affiliate"** shall mean any entity which is an affiliated entity (*verbundenes Unternehmen*) within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) or a branch office (*Zweigniederlassung*);

**"Agency Agreement"** shall mean an agency agreement dated [●] December 2023 under which the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent, the Cash Administrator, the Listing Agent are appointed with respect to the Notes;

**"Agent"** shall mean each of the Principal Paying Agent, the Cash Administrator, the Calculation Agent, the Listing Agent and the Interest Determination Agent;

**"Aggregate Estimated Replacement Servicer Fee"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement;

**"Aggregate Estimated Replacement Servicer Costs"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement;

**"Aggregate Offered Receivables Purchase Price"** shall mean the aggregate amount of the Purchase Prices to be paid on the Purchase Date for the Eligible Lease Receivables offered to the Purchaser on such Offer Date;

**"Aggregate Outstanding Note Principal Amount"** shall mean the sum of the Note Principal Amounts of a Class of Notes on a Payment Date (after payment of the relevant principal redemption amount on such Payment Date);

**"Aggregate Outstanding Discounted Receivables Balance"** shall mean on any Cut-Off Date, the aggregate Outstanding Discounted Receivables Balance of all Purchased Lease Receivables;

"**AktG**" shall mean the German Stock Corporation Act (*Aktiengesetz*);

"**Applicable Risk Retention Commission Delegated Regulation**" shall mean the regulatory technical standards set out in Commission Delegated Regulation (EU) No 625/2014 specifying certain risk retention requirements or any successor delegated regulation;

"**Applicable Law**" shall mean any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities and (iv) any customary agreement between any Authority and any party;

"**Assigned Security**" shall have the meaning given to such term in clause 5.1 of the Transaction Security Agreement;

"**Authorised Person**" shall mean any person who is designated in writing by the Issuer from time to time to give instructions to the Transaction Security Trustee and/or the Account Bank under the terms of the Transaction Security Agreement;

"**Authority**" shall mean any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction;

"**Available Distribution Amount**" shall mean the Pre-Enforcement Available Interest Amount and/or the Pre-Enforcement Available Principal Amount and/or the Post-Enforcement Available Distribution Amount, as the case may be;

"**Back-Up Servicer Facilitator**" shall mean *Vistra (Germany) GmbH* and any successor or replacement back-up servicer facilitator appointed from time to time in accordance with the Servicing Agreement;

"**Back-Up Servicer Trigger Event**" shall occur if at any time

- (i) the Immediate Parent ceases to hold directly or indirectly [50] per cent. of the Servicer's share capital or voting rights; or
- (ii) the rating of the Immediate Parent is lower than:
  - a. a counterparty risk assessment of "Baa3(cr)" (or its replacement) by Moody's (or, if at any time the Immediate Parent does not have a counterparty risk assessment from Moody's, the long term unsecured, unsubordinated and unguaranteed obligations of the Immediate Parent are assigned a rating less than "Baa3" (or its replacement) by Moody's), or
  - b. a long-term rating for unsecured and unguaranteed debt of at least "BBB(high)" from DBRS or if a public rating from DBRS is not available, the Immediate Parent receives notification from DBRS that DBRS has determined the Immediate Parent's capacity for timely payment of financial commitments would no longer equal a long-term rating for unsecured and unguaranteed debt of at least "BBB(high)" from DBRS,

unless the Seller then has a rating of or higher than a counterparty risk assessment of "Baa3(cr)" (or its replacement) by Moody's (or, if at any time the Seller does not have a counterparty risk assessment from Moody's, the long term unsecured, unsubordinated and unguaranteed obligations of the Seller are assigned a rating less than a counterparty risk assessment of "Baa3" (or its replacement) by Moody's), or (b) a long-term rating for unsecured and unguaranteed debt of at least "BBB(high)" from DBRS.

"**Beneficiary**" shall mean the Joint Lead Managers, the Noteholders, the Principal Paying Agent, the Calculation Agent, the Cash Administrator, the Interest Determination Agent, the Account Bank, the Corporate Administrator, the Interest Rate Swap Counterparty, the Transaction Security Trustee, the Data Trustee, the Seller, the Servicer (if different), the Purchaser and any other party acceding to the Transaction Security Agreement as replacement Beneficiary pursuant to clause 40 (*Accession of Replacement Beneficiaries*) of the Transaction Security Agreement and any successor, assignee, transferee or replacement thereof;



"**BGB**" shall mean the German Civil Code (*Bürgerliches Gesetzbuch*);

"**Borrower**" shall mean SC Germany S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having the status of an unregulated securitisation company (*société de titrisation*) subject to the Luxembourg Securitisation Law of 22 of March 2004, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B247074 and having its registered office at Circumference FS (Luxembourg) S.A., 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, acting on behalf and for the account of its Compartment Leasing 2023-1;

"**Business Day**" shall mean a day on which the T2 System is operational and on which banks and foreign exchange markets are open or required to be open for business in London (United Kingdom), Frankfurt (Germany), Mönchengladbach (Germany), Paris and Luxembourg;

"**Business Day Convention**" shall mean that if any due date specified in a Transaction Document for performing a certain task (in particular, payments of any amounts) is not a Business Day, such task shall be performed (a payment shall be made) on the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such task shall be performed on the immediately preceding Business Day ("**Modified Following Business Day Convention**");

"**Calculation Agent**" shall mean HSBC Bank plc and any successor or replacement calculation agent appointed from time to time in accordance with the Agency Agreement;

"**Calculation Date**" shall mean with respect to a Payment Date the second Business Day preceding such Payment Date.

"**Cash Administrator**" shall mean HSBC Bank plc and any successor or replacement cash administrator appointed from time to time in accordance with the Agency Agreement;

"**Cash Management Report**" shall mean any cash management report prepared by the Cash Administrator on the basis of the relevant Monthly Report (where the relevant part is contained on page 2 of the relevant Monthly Report) with respect to each Payment Date which relates to the envisaged payments to be effected on the relevant Payment Date in accordance with the Transaction Documents and be substantially in the form as set out in Schedule 9 (*Sample Cash Management Report*) to the Agency Agreement, or in a form as otherwise agreed between the Cash Administrator and the Issuer;

"**Class**" shall mean each of the Class A Notes, the Class B Notes, the Class C Notes; the Class D Notes, the Class E Notes and the Class F Notes;

"**Class A Noteholder**" shall mean a holder of Class A Notes;

"**Class A Notes**" shall mean Class A Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

"**Class A Notes Common Safekeeper**" shall mean the common safekeeper, appointed by Euroclear and Clearstream Luxembourg, the Class A Notes are deposited with, until all obligations of the Issuer under the Class A Notes have been satisfied;

"**Class A Notes Principal**" shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class A Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class A Notes; or

- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class A Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class A Note Purchase Price"** shall have the meaning given to such term in clause 3.2(a) of the Subscription Agreement;

**"Class A Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class A Notes;

**"Class B Noteholder"** shall mean a holder of Class B Notes;

**"Class B Notes"** shall mean Class B Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

**"Class B Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class B Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class B Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class B Note Purchase Price"** shall have the meaning given to such term in clause 3.2(b) of the Subscription Agreement;

**"Class B Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class B Notes;

**"Class C Noteholder"** shall mean a holder of Class C Notes;

**"Class C Notes"** shall mean Class C Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

**"Class C Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class C Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class C Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class C Note Purchase Price"** shall have the meaning given to such term in clause 3.2(c) of the Subscription Agreement;

**"Class C Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class C Notes;

**"Class D Noteholder"** shall mean a holder of Class D Notes;

**"Class D Notes"** shall mean Class D Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

**"Class D Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class D Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class D Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class D Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class D Note Purchase Price"** shall have the meaning given to such term in clause 3.2(d) of the Subscription Agreement;

**"Class D Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class D Notes;

**"Class E Noteholder"** shall mean a holder of Class E Notes;

**"Class E Notes"** shall mean Class E Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

**"Class E Notes Principal"** shall mean with respect to any Payment Date

- (a) prior to the occurrence of a Sequential Payment Trigger Event the lesser of:
  - (i) the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date; and
  - (ii) the Pro-Rata Principal Payment Amount, allocated to the Class E Notes; or
- (b) on or after the occurrence of a Sequential Payment Trigger Event, all or a portion of the Aggregate Outstanding Note Principal Amount of the Class E Notes on the previous Payment Date to be paid in accordance with the Pre-Enforcement Principal Priority of Payments;

**"Class E Note Purchase Price"** shall have the meaning given to such term in clause 3.2(d) of the Subscription Agreement;

**"Class E Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class E Notes;

**"Class F Notes"** shall mean Class F Floating Rate Notes due on the Payment Date falling in [December 2032] which are issued in an initial aggregate principal amount of EUR [●] and divided into [●] Notes, each having a principal amount of EUR 100,000;

**"Class F Notes Principal"** shall mean with respect to any Payment Date all or a portion of the Aggregate Outstanding Note Principal Amount of the Class F Notes to be paid in accordance with the Pre-Enforcement Principal Priority of Payments (for the avoidance of doubt after the payment of the Class F Turbo Principal Redemption Amount to be made in accordance with the Pre-Enforcement Interest Priority of Payments on that Payment Date);

**"Class F Note Purchase Price"** shall have the meaning given to such term in clause 3.2(e) of the Subscription Agreement;

**"Class F Principal Deficiency Sub-Ledger"** shall mean, as part of the Principal Deficiency Sub-Ledger, the principal deficiency ledger established and maintained on or about the Closing Date in respect of the Class F Notes;

**"Class F Turbo Principal Redemption Amount"** shall mean, with respect to any Payment Date an amount up to the Aggregate Outstanding Note Principal Amount of the Class F Notes on the previous Payment Date (or in case of the first Payment date in [January 2024], the Aggregate Outstanding Note Principal Amount of the Class F Notes on the Closing Date);

**"Clean-up Call"** shall mean the option of the Seller under clause 23.3 (*Termination; Repurchase Option*) of the Lease Receivables Purchase Agreement, to repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) which have not been sold to a third party on any Payment Date on or following which the Aggregate Outstanding Discounted Receivables Balance has been reduced to less than 10% of the initial Aggregate Outstanding Discounted Receivables Balance as of the first Cut-Off Date (the **"Clean-up Call Event"**);

**"Clean-Up Call Redemption Date"** has the meaning ascribed to such term in Condition 7.5(a) (*Early Redemption*) of the Terms and Conditions of the Notes;

**"Clearstream Luxembourg"** shall mean the Clearstream Banking, S.A.;

**"Clearing System"** shall mean Clearstream Luxembourg together with Euroclear (also referred to as the **"ICSDs"**);

**"Closing Date"** shall mean [●] December 2023;

**"Co-Arranger"** shall mean each of the Banco Santander, S.A., a public liability company (*sociedad anónima*) incorporated under the laws of Spain, registered with registration number A-39000013 and having its office at Ciudad Grupo Santander, Avenida de Cantabria s/n, Edificio Encinar, 28660, Boadilla del Monte, Madrid, Spain and BofA Securities Europe SA, an *établissement de crédit et d'investissement* (credit and investment institution), in accordance with the provisions of *French Code Monétaire et Financier* (Monetary and Financial Code), that is authorised and supervised by the European Central Bank and the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) and regulated by the ACPR and the *Autorité des Marchés Financiers*, having its registered office address at 51, rue La Boétie, 75008 Paris, Republic of France and is registered under n° 842 602 690 RCS Paris (or together the **"Arrangers"**).

**"Collateral"** shall mean the first ranking security interests granted to the Transaction Security Trustee, to secure the Transaction Security Trustee Claim and the Transaction Secured Obligations, for the benefit of the Noteholders and other Beneficiaries in respect of (i) the Issuer's claims under the Purchased Lease Receivables and the Related Lease Collateral and the Leased Vehicles acquired by the Issuer pursuant to the Lease Receivables Purchase Agreement, (ii) the Issuer's claims under certain Transaction Documents and (iii) the Issuer claims under the Accounts all of which have been assigned and transferred by way of security or pledged to the Transaction Security Trustee pursuant to the Transaction Security Agreement;

**"Collection Period"** shall mean, in relation to any Cut-Off Date, the period commencing on (but excluding) the Cut-Off Date immediately preceding such Cut-Off Date and ending on (and including) such Cut-Off Date and with respect to the first Payment Date the Collection Period commencing on 1 November 2023 (including such date) and ending on 30 November 2023 (including such date);

**"Collections"** shall mean the Interest Collections and the Principal Collections;

**"Common Reporting Standard"** shall mean all relevant registrations regarding FATCA and, if applicable, with respect to the annual automatic exchange of financial information between tax authorities developed by the Organisation for Economic Co-operation and Development;

**"Commingling Reserve Account"** shall mean the bank account with the account number 300560061806180001253 and IBAN FR7630056006180618000125388 held in the name of the Issuer at the Account Bank, as well as any other bank accounts specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to or as substitute for such Commingling Reserve Account in accordance with the Accounts Agreement and the Transaction Security Agreement to which the Seller will transfer the Commingling Reserve Required Amount following the occurrence of a Commingling Reserve Trigger Event;

**"Commingling Reserve Required Amount"** shall mean,

- (a) if on any Payment Date a Commingling Reserve Trigger Event has occurred and is continuing, an amount equal to the sum of:
  - (i) the amount of the Scheduled Collections for the Collection Period immediately following the Cut-Off Date immediately preceding the relevant Payment Date multiplied by [●]; plus
  - (ii) [●] per cent. of the Aggregate Outstanding Discounted Receivables Balance as of the relevant Cut-Off Date immediately preceding the relevant Payment Date; or
- (b) otherwise, zero;

**"Commingling Reserve Excess Amount"** shall mean, as of any Payment Date, the excess of the amounts standing to the credit of the Commingling Reserve Account over the Commingling Reserve Required Amount, on the Cut-Off Date immediately preceding such Payment Date, taking into account a drawing (if any) in accordance with the relevant Pre-Enforcement Priority of Payments to be made on such Payment Date;

**"Commingling Reserve Trigger Event"** shall have occurred if, at any time, (i) the Immediate Parent ceases to have the Parent Required Rating or (ii) the Immediate Parent ceases to own, directly or indirectly, at least [50] per cent. of the share capital of the Seller, unless, in each case of (i) and (ii), the Seller has at least the Parent Required Rating;

**"Common Depository"** shall mean the entity acting as common depository for the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

**"Compartment"** shall mean a compartment of the Company within the meaning of the Securitisation Law.

**"Concentration Limit"** shall mean that:

- (a) on the relevant Purchase Date, the top Lessee in respect of its relevant aggregate Discounted Receivables Balance does not exceed [0.5]% of the Aggregate Outstanding Discounted Receivables Balance;
- (b) on the relevant Purchase Date, each of the top 2 to 5 Lessees in respect of each of its individual aggregate Discounted Receivables Balance does not individually exceed [0.2]% of the Aggregate Outstanding Discounted Receivables Balance;
- (c) on the relevant Purchase Date, any other Lessee in respect of each of its individual aggregate Discounted Receivables Balance does not individually exceed [0.1]% of the Aggregate Outstanding Discounted Receivables Balance;
- (d) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in respect of Lessees being other than individuals does not exceed [70.0]% of the Aggregate Outstanding Discounted Receivables Balance;

- (e) on the relevant Purchase Date, the weighted average remaining term of all Lease Contracts in relation to the Purchased Lease Receivables does not exceed [40] months;
- (f) on the relevant Purchase Date, the weighted average Effective Interest Rate of all Purchased Lease Receivables does not fall below [4.90]%;
- (g) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in relation to the Lease Contracts related to the used vehicles does not exceed [7.0]% of the Aggregate Outstanding Discounted Receivables Balance;
- (h) on the relevant Purchase Date during the Replenishment Period, the weighted average Effective Interest Rate of all Lease Receivables to be purchased on such Purchase Date is at least equal to [5.5]% per annum; and
- (i) on the relevant Purchase Date, the aggregate Discounted Receivables Balance in relation to the Lease Contracts related to the electric vehicles does not exceed [30.0]% of the Aggregate Outstanding Discounted Receivables Balance;

"**Contract Services**" shall have the meaning giving to such term in clause 2.1 of the Data Processing Agreement;

"**COR**" means, in relation to an entity, the public or private long-term critical obligation rating assigned by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations. If the COR assigned by DBRS to the entity is public, it will be indicated on the website of DBRS ([www.dbrsmorningstar.com](http://www.dbrsmorningstar.com)), or if the COR assigned by DBRS to the entity is private, such entity shall give notice to the other party as soon as reasonably practicable upon the occurrence of any change relevant for the purpose of the applicability of the COR;

"**Corporate Administrator**" shall mean Circumference FS (Luxembourg) S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, registered with Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B58628 and having its registered office at 22-24, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, as administrator or any successor thereof or any other person appointed as replacement corporate administrator from time to time in accordance with the Corporate Administration Agreement;

"**Corporate Administration Agreement**" shall mean, both

- (i) the master corporate services agreement dated 23 October 2020 and entered into between the Corporate Administrator, the Issuer and Stichting Leonidas Finance (as shareholder) (the "**Master Corporate Services Agreement**"), and
- (ii) the corporate services agreement dated [●] December 2023 and entered into between the Corporate Administrator and the Issuer, acting for itself and on behalf and for the account of its Compartment Leasing 2023-1 (the "**Corporate Services Agreement**");

"**CRA Regulation**" shall mean Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended or replaced from time to time;

"**CRD**" shall mean Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (as amended from time to time);

"**Credit**" shall have the meaning ascribed to such term in the Transaction Security Agreement;

"**Credit and Collection Policy**" shall mean the credit and collection policies and practices as applied by the Seller with respect to the Purchased Lease Receivables and as set out in Credit and Collection Policy to the Lease Receivables Purchase Agreement (for the avoidance of doubt, the definition does not refer to the general credit and collection policy of the Seller as amended from time to time);

"**Credit Support Annex**" shall mean any credit support document entered into between the Issuer and the Interest Rate Swap Counterparty from time to time which forms part of, and is subject to the Swap Agreement and is part of the schedule thereto;

"**CRR**" shall mean Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (as amended from time to time);

"**CSSF**" shall mean the Luxembourg Commission de Surveillance du Secteur Financier, which is the Luxembourg competent authority for the purpose of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), as a prospectus issued in compliance with the Prospectus Regulation for the purpose of giving information with regard to the issue of the Notes;

"**Cumulative Net Loss Ratio**" shall mean, in respect of each Collection Period, the ratio (expressed as a percentage) of (A) the sum of (i) the aggregate Outstanding Discounted Receivables Balance of all Purchased Lease Receivables which have become Defaulted Lease Receivables during such Collection Period (net of Recoveries) relating to such Collection Period and (ii) the Outstanding Discounted Receivables Balance (at the time of default) of all Purchased Lease Receivables which became Defaulted Lease Receivables prior to such Collection Period (net of Recoveries) divided by (B) the sum of (x) the Aggregate Outstanding Discounted Receivables Balance as at the first Cut-Off Date and (y) the Aggregate Outstanding Discounted Receivables Balance of all Additional Lease Receivables purchased during the Replenishment Period in each case on the Cut-Off Dates prior to the respective Purchase Dates of such Additional Lease Receivables;

"**Cumulative Net Loss Trigger**" shall mean,

- (a) from the first Payment Date in [January 2024] until (and including) the 12<sup>th</sup> Payment Date: [0.50]%;
- (b) from the 13<sup>th</sup> Payment Date until (and including) the 18<sup>th</sup> Payment Date: [1.00]%;
- (c) from the 19<sup>th</sup> Payment Date until (and including) the 24<sup>th</sup> Payment Date: [1.30]%;
- (d) from the 25<sup>th</sup> Payment Date until (and including) the 30<sup>th</sup> Payment Date: [1.55]%;
- (e) from the 31<sup>st</sup> Payment Date onwards: [1.75]%

"**Custodian Bank**" shall mean any bank or other financial institution of recognised standing authorised to engage in security custody business (*Wertpapierverwahrungsgeschäft*) with which a Noteholder maintains a securities account in respect of the Notes and which maintains an account with the Clearing Systems, including the Clearing Systems;

"**Cut-Off Date**" shall mean the last day of each calendar month. The first Cut-Off Date will be [30 November 2023];

"**Data Discloser**" shall mean the party transferring Shared Data to the Data Receiver;

"**Data Processing Agreement**" shall mean the agreement concluded between the Transaction Security Trustee and the Issuer on processing personal data for the purpose of providing the services described in the Transaction Security Agreement and any other Transaction Document to the Issuer;

"**Data Receiver**" shall mean the party receiving Shared Data from the other in accordance with the Data Processing Agreement;

"**Data Security Incident**" shall mean as described in Article 33 par. 1 of the GDPR;

"Data Trustee" shall mean Vistra (Germany) GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and having its registered office at Westendstrasse 28, 60325 Frankfurt Germany and any successor thereof or any other person appointed as Data Trustee from time to time in accordance with the Data Trust Agreement;

"Data Trust Agreement" shall mean the data trust agreement dated [●] December 2023 and entered into between the Issuer, the Data Trustee, the Seller and the Transaction Security Trustee;

"DBRS" shall mean (i) for the purpose of identifying which DBRS entity which has assigned the credit rating to the Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the EU CRA Regulation, as it appears from the last the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website, or any other applicable regulation;

"DBRS Equivalent Chart" means:

DBRS	Moody's	S&P Global	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB+
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC
CCC	Caa2	CCC	
CCC(low)	Caa3	CCC-	



DBRS	Moody's	S&P Global	Fitch
CC	Ca	CC	
		C	
D	C	D	D

"**DBRS Equivalent Rating**" means with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent), (i) if a Fitch public rating, a Moody's public rating and an S&P Global public rating are all available, (a) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and the lowest rating have been excluded or (b) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (ii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) above, but public ratings by any two of Fitch, Moody's and S&P Global are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (iii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) or paragraph (ii) above, and therefore only a public rating by one of Fitch, Moody's and S&P Global is available, such rating will be the DBRS Equivalent Rating (upon conversion on the basis of the DBRS Equivalent Chart);

"**DBRS First Trigger Rating**" shall have the meaning assigned to such term in the Swap Agreement;

"**DBRS First Trigger Rating Event**" shall have the meaning assigned to such term in the Swap Agreement;

"**DBRS Rating**" means:

- (a) a COR; or
- (b) if a COR is not currently maintained on the entity, a public or private rating assigned by DBRS to the long-term, unsecured and unsubordinated debt obligations of such entity; or
- (c) if none of (a) or (b) above are currently maintained on the entity, a DBRS Equivalent Rating;

"**DBRS Second Trigger Rating**" shall have the meaning given to it in the Swap Agreement;

"**DBRS Second Trigger Rating Event**" shall have the meaning given to it in the Swap Agreement;

"**Deemed Collection**" shall mean an amount equal to the sum of (A) the Outstanding Discounted Receivables Balance of the affected portion of any Purchased Lease Receivable if (i) such Purchased Lease Receivable becomes a Disputed Lease Receivable (irrespective of any subsequent court determination in respect thereof), (ii) the relevant Lease Contract proves not to have been legally valid, binding, enforceable and assignable as of the relevant Purchase Date, (iii) the Related Lease Collateral contemplated in the relevant Lease Contract proves not to have existed as of the relevant Purchase Date, (iv) the Issuer proves not to have acquired, upon the payment of the purchase price for such Purchased Lease Receivable on the relevant Purchase Date, title to such Purchased Lease Receivable and to the Related Lease Collateral contemplated in the relevant Lease Contract free and clear of any Adverse Claim, (v) such Purchased Lease Receivable proves not to have been an Eligible Lease Receivable on the relevant Purchase Date, to the extent the Seller has either not cured such breach or replaced such Purchased Lease Receivables in accordance with clause 15 (*Breach of Eligibility Criteria*) of the Lease Receivables Purchase Agreement, (vi) such Purchased Lease Receivable or Related Lease Collateral contemplated in the relevant Lease Contract is deferred (other than in accordance with the Servicing Agreement or the Credit and Collection Policy, or with the prior approval of the Issuer), redeemed or otherwise modified (other than in accordance with the Servicing Agreement) (in each case other than an early termination of the relevant Lease Contract in accordance with the Credit and Collection Policy prior to the expiry date of the relevant Lease Contract as scheduled therein) or (vii) such Purchased Lease Receivable or the relevant Related Lease Collateral contemplated in the relevant Lease Contract otherwise did not exist in whole or partly prior to its sale and assignment to the Issuer or ceases to exist for any reason, including, but without limitation, the legally

effective revocation (*Widerruf*) of the Lease Contract by the Lessee (but in any event other than by payment to the Servicer or the Issuer or because of a breach by the relevant Lessee of its payment obligations under the Lease Contract) and (B) (i) any reduction of the Outstanding Discounted Receivables Balance of any Purchased Lease Receivable or any other amount owed by a Lessee due to (a) any set-off against the Seller due to a counterclaim of the Lessee or any set-off or equivalent action against the relevant Lessee by the Seller or (b) any discount or other credit in favour of the Lessee, in each case as of the date of such reduction for such Purchased Lease Receivable or (ii) the difference between the Outstanding Discounted Receivables Balance and the amount a Lessee actually repays in case of a revocation (*Widerruf*) of the Lease Contract which either has (a) been confirmed as being legally effective by a non-appealable court decision or (b) not been disputed by the Seller;

**"Defaulted Amount"** shall mean, as at each Cut-Off Date, the aggregate outstanding discounted receivables balance of all Purchased Lease Receivables that have become Defaulted Lease Receivables during the Collection Period ending on such Cut-Off Date as at the date that such Purchased Lease Receivable became a Defaulted Lease Receivable;

**"Defaulted Lease Receivable"** shall mean, as of any date, any Purchased Lease Receivable in respect of which the Lease Contract has been terminated by the Servicer in accordance with its Credit and Collection Policy;

**"Delinquent Lease Receivable"** shall mean, as of any date, any Purchased Lease Receivable (which is overdue, and not a Disputed Lease Receivable or a Defaulted Lease Receivable) which is included in any overdue bucket of at least thirty-one (31) days in the Monthly Report for the Collection Period ending on or immediately preceding such date.

**"Disclosure Documents"** shall mean the Preliminary Prospectus and the Prospectus as depicted in clause 4.1 of the Subscription Agreement;

**"Discounted Receivables Balance"** shall mean the present value of the Lease Instalments remaining to be paid in the future, calculated using a discount rate equal to the Discount Rate. For the avoidance of doubt, the Discounted Receivables Balance of any Defaulted Lease Receivables is deemed to be zero;

**"Discount Rate"** means in relation to each Lease Receivable the Effective Interest Rate;

**"Disputed Lease Receivable"** shall mean any Purchased Lease Receivable in respect of which payment is not made and disputed by the Lessee (other than where the Servicer has given written notice, specifying the relevant facts, to the Issuer that, in its reasonable opinion, such dispute is made because of the inability (*Bonitätsrisiko*) of the relevant Lessee to pay), whether by reason of any matter concerning the Related Lease Collateral or by reason of any other matter or in respect of which a set-off or counterclaim is being claimed by such Lessee;

**"Early Amortisation Event"** shall mean the occurrence of any of the following events during the Replenishment Period:

- (a) the Cumulative Net Loss Ratio exceeds [0.50]%;
- (b) a Purchase Shortfall Event;
- (c) a Termination Event or a Servicer Termination Event;
- (d) a debit balance on the Class F Principal Deficiency Sub-Ledger equal to or higher than [0.20]% of the Aggregate Outstanding Note Principal Amount of the Notes (as of the Closing Date) would be remaining on two consecutive Payment Dates (for the avoidance of doubt after crediting the Class F Principal Deficiency Sub-Ledger on such Payment Date);
- (e) an event of default or a termination event, as defined in the Swap Agreement;

**"Early Redemption Date"** shall mean Clean-Up Call Redemption Date, or Tax Call Redemption Date or Regulatory Change Event Redemption, as applicable;

"**ECB**" shall mean the European Central Bank;

"**EEA**" shall mean the European Economic Area;

"**Effective Interest Rate**" shall mean the actual interest rate to be paid by the relevant Lessee under the relevant Lease Contract;

"**Eligibility Criteria**" shall mean the criteria set out for a receivable to become an Eligible Lease Receivable as set out in Schedule 2 to the Lease Receivables Purchase Agreement;

"**Eligible Back-Up Servicer**" shall mean shall mean a financial services institution (*Finanzdienstleistungsinstitut*) licensed to do leasing business in the European Economic Area and supervised in accordance with EU directives that (i) has the experience or capability of administering assets similar to the Purchased Lease Receivables and the Related Lease Collateral for at least five (5) years prior to its appointment and has well-documented policies, procedures and risk-management controls relating to the servicing of the Purchased Lease Receivables and (ii) is registered under the German Legal Services Act (*Rechtsdienstleistungsgesetz*) to collect and enforce receivables and Related Lease Collateral;

"**Eligible Institution**" shall mean a reputable accounting firm or financial institution or other suitable service provider which is experienced in the business of transaction security trusteeship in the context of securitisations of assets originated in Germany and which has obtained any required authorisations and licence;

"**Eligible Lease Receivable**" shall mean any Receivable (or any part of it or the pool of Receivables, as applicable) which meets the Eligibility Criteria;

"**EMIR**" shall mean the Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 (as amended or supplemented);

"**Encrypted Portfolio Information**" shall mean the electronic data file substantially in the form as set out in the Lease Receivables Purchase Agreement containing the encrypted Personal Data regarding the Lessees and the Purchased Lease Receivables (including Related Lease Collateral and the Leased Vehicles) which shall be encrypted by using a minimum encryption method of AES 256-bit encryption or similar type of encryption type and which shall be submitted by the Seller to the Issuer (but not to any other party to the Transaction Documents) on each Purchase Date;

"**English Security**" shall mean the security created by the Issuer pursuant to the English Security Deed;

"**English Security Assets**" shall mean the assets which are the subject of the English Security;

"**English Security Deed**" shall mean an English law security deed dated on or about [●] December 2023 between the Issuer and the Transaction Security Trustee, as amended, supplemented, amended and restated or novated (including by conclusion of a security agreement under the laws of another jurisdiction) from time to time;

"**ESMA**" shall mean the European Securities Markets Authority;

"**EStG**" shall mean the German Income Tax Act (*Einkommenssteuergesetz*);

"**EU Benchmarks Regulation**" shall mean the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended or replaced from time to time;

"**EURIBOR**" for each Interest Period shall mean the rate for deposits in euro for a period of one month (with respect to the first Interest Period, the linear interpolation between one week and one month) which appears on Reuters screen page EURIBOR01 (or such other page as may replace such page on that service for the purpose of displaying Brussels inter-bank offered rate quotations of major banks) as of 11:00 a.m. (Brussels time) on the second Business Day immediately preceding the commencement of such Interest Period, all as determined by the Interest Determination Agent;

"**EURIBOR Determination Date**" shall mean the second (2<sup>nd</sup>) Business Day immediately preceding the commencement of an Interest Period;

"**Euroclear**" shall mean the Euroclear Bank S.A./N.V. as operator of the Euroclear System;

"**EUWA**" means the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020;

"**Exchange Date**" shall mean the date that Temporary Global Notes shall be exchanged for the Permanent Global Notes recorded in the records of the ICSD, not earlier than forty (40) calendar days after the date of issue of the Temporary Global Notes upon delivery by the relevant participants to the ICSDs;

"**FATCA**" shall mean the U.S. Internal Revenue Code of 1986;

"**Final Determined Amount**" shall mean in relation to any Delinquent Lease Receivable or any Defaulted Lease Receivable, as the case may be, as at the relevant Cut-Off Date the fair value of such Delinquent Lease Receivable or Defaulted Lease Receivable calculated as the Outstanding Discounted Receivables Balance of such Delinquent Lease Receivable or Defaulted Lease Receivable at the end of the immediately preceding Collection Period minus an amount equal to any IFRS 9 Provisioned Amount for such Delinquent Lease Receivable or Defaulted Lease Receivable, as the case may be;

"**Final Repurchase Price**" shall mean for any repurchase the sum of:

- (a) for non-Defaulted Lease Receivables and non-Delinquent Lease Receivables, the sum of the Outstanding Discounted Receivables Balance of these non-Defaulted Lease Receivables and non-Delinquent Lease Receivables, which are Purchased Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus
- (b) for Delinquent Lease Receivables, the sum of the Final Determined Amounts of these Delinquent Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date; plus
- (c) for Defaulted Lease Receivables, the sum of the Final Determined Amounts of these Defaulted Lease Receivables as at the Cut-Off Date immediately preceding the relevant Payment Date;

"**Final Success Fee**" shall mean an additional fee to be paid by the Issuer to the Santander Consumer Leasing GmbH calculated as (i) with respect to the Pre-Enforcement Interest Priority of Payments, the remaining amount of the Pre-Enforcement Available Interest Amount after payment of the amounts *first* to *twenty-eighth* of the Pre-Enforcement Interest Priority of Payments and (ii) with respect to the Post-Enforcement Priority of Payments, the remaining amount of the Post-Enforcement Available Distribution Amount after payment of the amounts *first* to *twenty-second* of the Post-Enforcement Priority of Payments.

"**FSMA**" shall mean the United Kingdom Financial Services and Markets Act 2000;

"**GDPR**" shall mean the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016;

"**HGB**" shall mean the German Commercial Code (*Handelsgesetzbuch*);

"**IFRS 9 Provisioned Amount**" shall mean with respect to any Delinquent Lease Receivables and Defaulted Lease Receivables on the relevant Cut-Off Date, any amount that constitutes any expected credit loss for such Delinquent Receivable and/or Defaulted Lease Receivable as determined by the Seller in accordance with International Financial Reporting Standard 9 (IFRS 9) (as amended) or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS 9;

"**Immediate Parent**" shall mean Santander Consumer Bank AG, Santander Platz 1, 41061 Mönchengladbach, Germany.

"**Incorporated Terms Memorandum**" shall mean the Incorporated Terms Memorandum dated on or about [●] December 2023 and made between, the Issuer, the Arrangers, the Joint Lead Managers, the Principal

Paying Agent, the Calculation Agent, the Cash Administrator, the Interest Determination Agent, the Corporate Administrator, the Account Bank, the Data Trustee, the Seller, the Servicer, the Interest Rate Swap Counterparty and the Transaction Security Trustee;

**"Initial Purchase Price"** shall mean, with respect to the Purchased Lease Receivables purchased on the Closing Date, an amount equal to the Aggregate Outstanding Discounted Receivables Balance of the Purchased Lease Receivables as of the first Cut-Off Date;

**"InsO"** shall mean the German Insolvency Code (*Insolvenzordnung*);

**"Instructions"** shall mean any written notices, written directions or written instructions received by the Transaction Security Trustee in accordance with the provisions of the Transaction Security Agreement from an Authorised Person or from a person reasonably believed by the Transaction Security Trustee to be an Authorised Person;

**"Insurance Distribution Directive"** shall mean Directive 2016/97/EU of the European Parliament and of the Council of 20 January 2016, as amended or replaced from time to time;

**"Interest Amount"** shall mean, as at any Payment Date, the amount of interest payable by the Issuer in respect of each Note on such Payment Date as calculated in accordance with Condition 6 (*Payments of Interest*) of the Terms and Conditions of the Notes. The amount of interest payable by the Issuer in respect of each Class of Notes on any Payment Date shall be calculated by applying the relevant Interest Rate for the relevant Interest Period, to the relevant Note Principal Amount outstanding immediately prior to the relevant Payment Date and multiplying the result by the actual number of calendar days in the relevant Interest Period divided by 360 and, in each case, rounding the result to the nearest EUR 0.01 (with EUR 0.005 being rounded upwards);

**"Interest Collections"** shall mean the Lease Interest Component in each cash collection made or due to be made in respect of a Purchased Lease Receivable (including interest, prepayment penalty, late payment or similar charges and any interest component of indemnities, taxes or other amounts payable to the Issuer from any party under the Transaction Documents or any third party) received by the Servicer on behalf of the Issuer from any third party (including from insurance policies), in each case which is irrevocable and final (provided that any direct debit (*Lastschriftinzug*) shall constitute an Interest Collection Interest Rate irrespective of any subsequent valid return thereof (*Lastschriftrückbelastung*)), but excluding Principal Collections;

**"Interest Determination Agent"** shall mean HSBC Bank plc and any successor or replacement interest determination agent appointed from time to time in accordance with the Agency Agreement;

**"Interest Period"** shall mean, with respect to the Notes, as applicable, the period commencing (i) from (and including) the Closing Date to (but excluding) the first Payment Date and (ii) thereafter from (and including) any Payment Date to (but excluding) the immediately following Payment Date;

**"Interest Rate"** in respect of each Note shall mean the rate of interest as specified under Condition 6.3 (*Interest Rate*) of the Terms and Conditions of the Notes;

**"Interest Rate Swap Counterparty"** shall mean DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, a public company incorporated with limited liability (*Aktiengesellschaft*) under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651 and having its registered office at Platz der Republik, 60265 Frankfurt am Main, Germany, or any successor or replacement thereof;

**"Interest Shortfall"** shall mean, with respect to any Note, accrued interest not paid on any Payment Date related to the Interest Period in which it accrued;

**"Investor Report"** shall mean the investor report with detailed investor information, the Servicer (on behalf of the Issuer and in order to enable the Issuer to comply with its reporting obligations) shall prepare on a monthly basis starting on the Closing Date for each Collection Period in the form and with the contents set out in Schedule 1, Part 2 (*Sample Investor Report*) of the Servicing Agreement;

**"Issue Price"** shall mean the same as the Note Purchase Price;

**"Issuer"** shall mean SC Germany S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having the status of an unregulated securitisation company (*société de titrisation*) subject to the Luxembourg Securitisation Law of 22 of March 2004, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B247074 and having its registered office at 22-24, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg (the **"Company"**), acting on behalf and for the account of its Compartment Leasing 2023-1;

**"Issuer Event of Default"** shall occur when:

- (a) the Issuer becomes insolvent or the insolvency is imminent or the Issuer is in a situation of illiquidity (*cessation de paiements*) and absence of access to credit (*ébranlement de crédit*) within the meaning of Article 437 of the Luxembourg commercial code or the Issuer initiates or consents or otherwise becomes subject to liquidation, examinership, insolvency, reorganisation or similar proceedings under any applicable law, which affect or prejudice the performance of its obligations under the Notes or the other Transaction Documents, and are not, in the opinion of the Transaction Security Trustee, being disputed in good faith with a reasonable prospect of discontinuing or discharging the same, or such proceedings are not instituted for lack of assets;
- (b) the Issuer defaults in the payment of any interest due and payable in respect of the Most Senior Class of Notes and such default continues for a period of at least five (5) Business Days;
- (c) a distress, execution, attachment or other legal process is levied or enforced upon or sued out against all or any substantial part of the assets of the Issuer and is not discharged or does not otherwise cease to apply within thirty (30) calendar days of being levied, enforced or sued out or legal proceedings are commenced for any of the aforesaid, or the Issuer makes a conveyance or assignment for the benefit of its creditors generally; or
- (d) the Transaction Security Trustee ceases to have a valid and enforceable security interest in any of the Note Collateral or any other security interest created under any Transaction Security Document;

**"Issuer's Director's Certificate"** shall mean the receipt of a copy by the Joint Lead Managers on the Closing Date, of a director's certificate of the Issuer, certified by a duly authorized signatory of the Issuer;

**"Issuer's Pro-Rata Share"** shall mean a ratio calculated as:

- (a) the Defaulted Amount of the Defaulted Lease Receivable or the Discounted Receivables Balance of the Purchased Lease Receivable relating to a Lease Contract which has been rescinded as of the Cut-Off Date prior to such Lease Contract becoming rescinded or such Purchased Lease Receivable becoming a Defaulted Lease Receivable divided by
- (b) the sum of:
  - (i) the discounted receivables balance of the Defaulted Lease Receivable or the Discounted Receivables Balance of the Purchased Lease Receivable relating to a Lease Contract which has been rescinded as of the Cut-Off Date immediately prior to such Lease Contract becoming rescinded or such Purchase Lease Receivable becoming a Defaulted Lease Receivable; and
  - (ii) the present value of the residual value of the Leased Vehicle using the Discount Rate as used for the respective Lease Instalment prior to such Lease Contract becoming rescinded or such Purchased Lease Receivable becoming a Defaulted Lease Receivable;

**"Joint Lead Manager"** shall mean each of Banco Santander S.A. and BofA Securities Europe SA (and together the **"Joint Lead Managers"**);

**"KStG"** shall mean the German Corporate Income Tax Act (*Körperschaftssteuergesetz*);

"**LCR**" shall mean liquidity coverage ratio;

"**LCR Delegated Regulation**" shall mean the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements, as amended or replaced from time to time;

"**Lease Contract**" shall mean each contractual framework governing the Seller's relationship with the respective Lessee with regard to the Lease Receivables including any applicable standard business terms (*Allgemeine Geschäftsbedingungen*);

"**Lease Instalment**" shall mean the sum of all (i) Lease Principal Components and (ii) Lease Interest Components under a Lease Contract;

"**Lease Interest Component**" shall mean the interest component included in the Lease Instalment payable by a Lessee pursuant to the relevant Lease Contract and calculated in accordance with the Originator's internal processes;

"**Lease Principal Component**" shall mean the principal component payable by a Lessee for the use of the relevant Leased Vehicle pursuant to the relevant Lease Contract and calculated in accordance with the Originator's internal processes;

"**Lease Receivable**" shall mean all payment claims arising under the Lease Contracts in respect of Lease Instalments until the relevant lease maturity date excluding, for the avoidance of doubt, (i) any claims for excess mileage and/or wear and tear of the Leased Vehicle payable by the relevant Lessee, (ii) any applicable VAT and (iii) the lease maintenance component;

"**Lease Receivables Purchase Agreement**" shall mean the receivable purchase agreement dated on or about [●] December 2023 between the Seller and the Purchaser;

"**Leased Vehicles**" means any car, motorcycle, utility vehicle, camper/caravan and trailer leased under a Lease Contract;

"**Legal Maturity Date**" shall mean the Payment Date falling in [December 2032];

"**Lender**" shall mean Santander Consumer Leasing GmbH in its function as lender under the Seller Loan Agreement;

"**Lessee**" shall mean each of the persons (consumers and corporates) obliged to make payments under a Lease Contract (together, "**Lessees**");

"**Liquidity Reserve Account**" shall mean the bank account with the account number 300560061806180001266 and IBAN FR7630056006180618000126649 held in the name of the Issuer at the Account Bank, as well as any other bank accounts specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to or as substitute for such Liquidity Reserve Account in accordance with the Accounts Agreement and the Transaction Security Agreement, to which the Seller will transfer the Required Liquidity Reserve Amount on the Closing Date;

"**Liquidity Reserve Loan**" shall mean the loan granted by the Lender to the Issuer under the Seller Loan Agreement in order for the Issuer to make the initial endowment into the Liquidity Reserve Account on the Closing Date in an amount equal to the Required Liquidity Reserve Amount;

"**Liquidity Reserve Reduction Amount**" shall mean on any Payment Date, the higher of:

- (a) the difference between (i) the outstanding amount of the Liquidity Reserve Loan on the previous Payment Date (or in case of the first Payment Date, the outstanding amount of the Liquidity Reserve Loan on the Closing Date) and (ii) the Required Liquidity Reserve Amount on the current Payment Date; and
- (b) zero;

**"Listing"** shall mean to make or cause to be made an application by the Listing Agent on its behalf for the Notes to be admitted to the official list and trading on the regulated market (segment for professional investors) of the Stock Exchange;

**"Listing Agent"** shall mean Banque Internationale à Luxembourg S.A., or any successor or assignee thereof;

**"Losses"** shall mean any and all claims, losses, liabilities, damages, costs, expenses and judgements (including legal fees and expenses) sustained by either party;

**"Marketing Materials"** shall mean the Disclosure Documents as well as any excerpts or summaries thereof in the form of investor presentations, term sheets, excel files of stratification tables, historical data and amortisation tables, in each case, as approved by the Issuer and the Seller;

**"Mezzanine Loan"** shall mean the mezzanine loan granted by the Lender to the Issuer under the Seller Loan Agreement;

**"Mezzanine Loan Disbursement Amount"** shall mean the amount calculated on the Reporting Date immediately preceding the Regulatory Change Event Redemption Date that is equal to the Final Repurchase Price as at the Cut-Off Date immediately preceding the Regulatory Change Event Redemption Date minus the Aggregate Outstanding Note Principal Amount of the Class A Notes after application of item *fourth* of the Pre-Enforcement Principal Priority of Payments on the Regulatory Change Event Redemption Date;

**"MiFID II"** shall mean Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014, as amended or replaced from time to time;

**"MiFIR"** shall mean Regulation (EU) No. 600/2014 of 17th November 2017;

**"Moody's"** shall mean Moody's France SAS;

**"Most Senior Class of Notes"** shall mean the Class A Notes whilst they remain outstanding, thereafter the Class B Notes whilst they remain outstanding, thereafter the Class C Notes whilst they remain outstanding, thereafter the Class D Notes whilst they remain outstanding, thereafter the Class E Notes whilst they remain outstanding and thereafter the Class F Notes;

**"Monthly Report"** shall mean any monthly report substantially in the form (based on an Microsoft- Office template) as set out in Schedule I Part I to the Servicing Agreement or otherwise agreed between the Seller, the Servicer (if different) and the Issuer, which shall be prepared by the Servicer with respect to each Collection Period and delivered to the Issuer with a copy to the Corporate Administrator, the Cash Administrator, the Principal Paying Agent and the Calculation Agent at the latest on the relevant Reporting Date;

**"Net Note Available Principal Proceeds"** shall mean, in respect of any Payment Date, the Pre-Enforcement Available Principal Amount available for distribution on such Payment Date following payment of item *first* of the Pre-Enforcement Principal Priority of Payments;

**"New Transaction Security Trustee"** shall mean the successor of the Transaction Security Trustee appointed by the Issuer in case the Transaction Security Trustee resigns from its office within the meaning of clause 32.1 of the Transaction Security Agreement;

**"Note(s)"** shall mean any of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

**"Note Collateral"** shall mean (i) the Collateral and (ii) the security interest granted to the Transaction Security Trustee in accordance with the English Security Deed for the benefit of the Beneficiaries;

**"Noteholder"** shall mean any holder of Notes;



**"Note Principal Amount"** shall mean with respect to any day the amount of any Note (rounded, if necessary, to the nearest EUR 0.01, with EUR 0.005 being rounded upwards) equal to the initial principal amount of such Note as reduced by all amounts paid prior to such date on such Note in respect of principal;

**"Note Purchase Price"** shall have the meaning given to such term in clause 3.2 of the Subscription Agreement;

**"Note Purchase Price Claim"** shall mean the claim of the Issuer *vis-à-vis* the Joint Lead Managers for payment of the Note Purchase Price;

**"Notification Event"** shall mean any of the following events:

- (a) the Seller is over-indebted (*überschuldet*), unable to pay its debts when they fall due (*zahlungsunfähig*) or such status is imminent (*drohende Zahlungsunfähigkeit*) or intends to commence insolvency (including preliminary insolvency proceedings) or reorganisation proceedings or is subject to insolvency (including preliminary insolvency proceedings), dissolution proceedings, and the Seller fails to remedy such status within twenty (20) Business Days.
- (b) either of the Seller or the Servicer is in material breach of any of the covenants in relation to, inter alia, financial reporting, conduct of business, compliance with laws, rules, regulations, judgements, furnishing of information and inspection and keeping of records, the Credit and Collection Policy, tax, software and banking licences, prolongation or supplementation of Purchased Lease Receivables, change of business policy, sales and liens as set out in this Agreement or any of the covenants set out in the Servicing Agreement.
- (c) a Servicer Termination Event has occurred.

**"Offer"** shall mean any offer pursuant to clause 2 of the Lease Receivables Purchase Agreement;

**"Offer Date"** shall mean the second (2<sup>nd</sup>) Business Day prior to the relevant succeeding Purchase Date, and the first Offer Date is [●];

**"Offer of notes to the public"** shall mean, in relation to any Notes in any member state, the communication in any form by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Note;

**"Originator"** shall mean Santander Consumer Leasing GmbH, Santander-Platz 1, 41061 Mönchengladbach, Germany;

**"Originator Group"** shall mean the Seller and its affiliated companies;

**"Outstanding Discounted Receivables Balance"** shall mean, with respect to any Purchased Lease Receivable, at any time, the Discounted Receivables Balance of such Purchased Lease Receivable less the amount of Principal Collections received by the Issuer and applied to the Discounted Receivables Balance of such Purchased Lease Receivable in accordance with the Lease Contract, provided that Principal Collections shall not be treated as received by the Issuer until credited to the Transaction Account;

**"Parent"** means Santander Consumer Finance S.A.;

**"Parent Required Rating"** shall mean, with respect to any entity, that:

- (a) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least Baa2 (or its replacement) by Moody's; and
- (b) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least [BBB] (or its replacement) by DBRS or, where such entity is not rated by DBRS, a DBRS Equivalent Rating of at least BBB,

and, in each case, any such rating has not been withdrawn;

**"Payment Date"** shall mean any day which falls on the fourteenth (14<sup>th</sup>) calendar day of any calendar month, unless such date is not a Business Day in which case the Payment Date shall be the next succeeding Business Day unless such date would thereby fall into the next calendar month, in which case such date shall be the immediately preceding Business Day, commencing on [14 January 2024]. Unless the Notes are redeemed earlier in full, the final Payment Date will be the Legal Maturity Date;

**"Permitted Purpose"** shall mean the purposes of the performance of the Transaction Security Agreement and any transactions provided for in or contemplated by the Transaction Documents to be performed by the Transaction Security Trustee only;

**"Personal Data"** shall mean any personal data as defined in the applicable Data Protection Standards;

**"Portfolio"** shall mean the portfolio of Purchased Lease Receivables, secured by security interests in the Related Lease Collateral and the Leased Vehicles;

**"Portfolio Decryption Key"** shall mean a file of information sent by the Seller to the Data Trustee required to decrypt the Encrypted Portfolio Information;

**"Portfolio Information"** shall mean (i) the Encrypted Portfolio Information (readable only together with the Portfolio Decryption Key) and (ii) the Unencrypted Portfolio Information;

**"Post-Enforcement Available Distribution Amount"** shall mean, with respect to any Payment Date following the occurrence of an Issuer Event of Default, an amount equal to the sum of:

- (a) the Pre-Enforcement Available Interest Amount;
- (b) the Pre-Enforcement Available Principal Amount;
- (c) the enforcement proceeds credited on the Transaction Account (to the extent not included in (a) or (b), but, for the avoidance of doubt, the amounts standing to the credit of the Replacement Servicer Fee Reserve Account in excess of the Required Replacement Servicer Fee Reserve Amount will be released directly to the RSF Reserve Depositor outside the Post-Enforcement Priority of Payments);
- (d) any other credit balance credited on the Transaction Account (to the extent not included in (a) or (b) or (c));

**"Post-Enforcement Priority of Payments"** shall mean the post-enforcement priority of payments set out in clause 23.2 (*Post-Enforcement Priority of Payments*) of the Transaction Security Agreement;

**"Pre-Enforcement Available Interest Amount"** shall mean, with respect to any Payment Date and the Collection Period ending on the Cut-Off Date prior to such Payment Date the sum of the following amounts:

- (a) Interest Collections received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (b) any other interest amounts paid by the Seller to the Issuer under or with respect to the Lease Receivables Purchase Agreement or the Purchased Lease Receivables or any Related Lease Collateral and any other interest amounts paid by the Servicer to the Issuer under or with respect to the Servicing Agreement, the Purchased Lease Receivables or any Related Lease Collateral, in each case as collected during such Collection Period;
- (c) any Recoveries received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (d) any interest earned (if any) on any balance credit of the Transaction Account, the Liquidity Reserve Account and the Purchase Shortfall Account during such Collection Period;
- (e) the amounts (if any) standing to the credit of the Commingling Reserve Account allocable to Interest Collections (excluding, for the avoidance of doubt, any interest earned on any balance credited to the Commingling Reserve Account), provided, however, that such amounts shall only be included in

the Pre-Enforcement Available Interest Amount if and to the extent that the Seller or (if different) the Servicer has, as of the relevant Payment Date, failed to transfer to the Issuer any Interest Collections received or payable by the Seller or (if different) the Servicer during, or with respect to, the Collection Period ending on the Cut-Off Date immediately preceding the relevant Payment Date or if the appointment of the Servicer under the Servicing Agreement has been automatically terminated pursuant to clause [10.2] of the Servicing Agreement;

- (f) the amounts (if any) standing to the credit of the Liquidity Reserve Account;
- (g) any amount paid by the Interest Rate Swap Counterparty to the Issuer under the Swap Agreement (or otherwise received by the Issuer in respect thereof) on or before and with respect to the Payment Date immediately following such Cut-Off Date (excluding, however, (i) any Swap Collateral other than any proceeds from such Swap Collateral applied in satisfaction of payments due to the Issuer in accordance with the Swap Agreement upon early termination of the Swap Agreement, (ii) any Excess Swap Collateral, (iii) any amount received by the Issuer in respect of replacement swap premium to the extent that such amount is required to be applied directly to pay a termination payment due and payable by the Issuer to the Interest Rate Swap Counterparty upon termination of the Swap Agreement, and (iv) any Swap Tax Credits);
- (h) any Principal Addition Amounts as paid under item *first* of the Pre-Enforcement Principal Priority of Payments on such Payment Date;
- (i) any payment made under item [*twelfth*] of the Pre-Enforcement Principal Priority of Payments;
- (j) any amount (other than covered by (a) through (i) above) (if any) paid to the Issuer by any other party to any Transaction Document which according to such Transaction Document is to be allocated to the Pre-Enforcement Available Interest Amount;

**"Pre-Enforcement Available Principal Amount"** shall mean, with respect to any Payment Date and the Collection Period ending on the Cut-Off Date prior to such Payment Date the sum of the following amounts:

- (a) any Principal Collections (including, for the avoidance of doubt, Deemed Collections paid by the Seller or (if different) the Servicer) received by the Seller or (if different) the Servicer during the Collection Period ending on such Cut-Off Date;
- (b) any other principal amounts paid by the Seller to the Issuer under or with respect to the Lease Receivables Purchase Agreement or the Purchased Lease Receivables or any Related Lease Collateral and any other amounts paid by the Servicer to the Issuer under or with respect to the Servicing Agreement, the Purchased Lease Receivables or any Related Lease Collateral, in each case as collected during such Collection Period;
- (c) on a Clean-up Call Redemption Date or a Tax Call Redemption Date only, the Final Repurchase Price;
- (d) the amounts (if any) standing to the credit of the Commingling Reserve Account allocable to Principal Collections (excluding, for the avoidance of doubt, any interest earned on any balance credited to the Commingling Reserve Account), provided, however, that such amounts shall only be included in the Pre-Enforcement Available Principal Amount if and to the extent that the Seller or (if different) the Servicer has, as of the relevant Payment Date, failed to transfer to the Issuer any Principal Collections (other than Deemed Collections within the meaning of item (B)(i)(a) of the definition of Deemed Collections) received or payable by the Seller or (if different) the Servicer during, or with respect to, the Collection Period ending on the Cut-Off Date immediately preceding the relevant Payment Date or if the appointment of the Servicer under the Servicing Agreement has been automatically terminated pursuant to clause [10.2] of the Servicing Agreement;
- (e) the amounts (if any) standing to the credit of the Purchase Shortfall Account;
- (f) on the Regulatory Change Event Redemption Date only, the Mezzanine Loan Disbursement Amount paid by the Originator to the Issuer, which will be applied solely in accordance with item [*fifth*] and

[*eleventh*] of the Pre-Enforcement Principal Priority of Payments on such Regulatory Change Event Redemption Date;

- (g) the amounts (if any) credited to the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger pursuant to items [*thirteenth*] to [*eighteenth*] of the Pre-Enforcement Interest Priority of Payments;
- (h) any amount (other than covered by (a) through (g) above) (if any) paid to the Issuer by any other party to any Transaction Document which according to such Transaction Document is to be allocated to the Pre-Enforcement Available Principal Amount;

**"Pre-Enforcement Interest Priority of Payments"** shall mean, with respect to the Pre-Enforcement Available Interest Amount, the pre-enforcement interest priority of payments set out in Schedule 5 Part I to the Lease Receivables Purchase Agreement (*Pre-Enforcement Interest Priority of Payments*);

**"Pre-Enforcement Principal Priority of Payments"** shall mean, with respect to the Pre-Enforcement Available Principal Amount, the pre-enforcement principal priority of payments set out in Schedule 5 Part II to the Lease Receivables Purchase Agreement (*Pre-Enforcement Principal Priority of Payments*);

**"Pre-Enforcement Priority of Payments"** shall mean the Pre-Enforcement Interest Priority of Payments and the Pre-Enforcement Principal Priority of Payments, as applicable;

**"Preliminary Prospectus"** shall mean the preliminary prospectus dated [3 November 2023];

**"Principal Addition Amount"** shall mean, on each Calculation Date, prior to an Issuer Event of Default, on which the Cash Administrator determines that a Senior Expenses Deficit would occur on the immediately succeeding Payment Date, the amount of the Pre-Enforcement Available Principal Amount (to the extent available) equal to the lesser of:

- (a) the amount of the Pre-Enforcement Available Principal Amount available for application pursuant to the Pre-Enforcement Principal Priority of Payments on the immediately following succeeding Payment Date; and
- (b) the amount of such Senior Expenses Deficit;

**"Principal Collections"** means the element of the Lease Principal Component in each cash collection made or due to be made in respect of a Purchase Receivable (including any lease principal component of indemnities, taxes or other amounts payable to the Issuer from any party under the Transaction Documents or any third party) received by the Servicer on behalf of the Issuer from any third party (including from insurance policies), in each case which is irrevocable and final (provided that any direct debit (*Lastschriftinzug*) shall constitute a Principal Collection irrespective of any subsequent valid return thereof (*Lastschriftrückbelastung*)), and any Deemed Collections of such Purchased Lease Receivable less any amount previously received but required to be repaid on account of a valid return of a direct debit (*Lastschriftrückbelastung*);

**"Principal Deficiency Ledger"** shall mean a principal deficiency ledger established by the Servicer (acting for and on behalf of the Issuer) under the Servicing Agreement to record as a debit any Defaulted Amounts and/or any Principal Addition Amount and to record as a credit any amounts paid under items [*thirteenth*] to [*eighteenth*] of the Pre-Enforcement Interest Priority of Payments;

**"Principal Deficiency Sub-Ledgers"** shall mean the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger, collectively;

**"Principal Paying Agent"** shall mean HSBC Bank plc, and any successor or replacement principal paying agent appointed from time to time in accordance with the Agency Agreement;

**"Priorities of Payment"** shall mean each of the Pre-Enforcement Interest Priority of Payments, the Pre-Enforcement Principal Priority of Payments and the Post-Enforcement Priority of Payments;

**"Pro-Rata Principal Payment Amount"** shall mean, in respect of each Class of Notes other than the Class F Notes on any Payment Date, as determined on the immediately preceding Cut-Off Date, the amount of the Net Note Available Principal Proceeds multiplied by the ratio of A to B

where:

A = the Aggregate Outstanding Note Principal Amount of the relevant Class of Notes; and

B = the Aggregate Outstanding Note Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes as of such date;

**"Prospectus"** shall mean the prospectus to be issued by the Issuer with respect to the issue of Notes dated on or about [●] December 2023;

**"Prospectus Regulation"** shall mean the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended from time to time;

**"Purchase"** shall mean any purchase of any Lease Receivable together with Related Lease Collateral pursuant to the Lease Receivables Purchase Agreement;

**"Purchase Date"** shall mean, with respect to the purchase of the Receivables together with the Related Lease Collateral by the Issuer from the Seller under the Lease Receivables Purchase Agreement, the Closing Date and each Payment Date thereafter which falls into the Replenishment Period;

**"Purchase Price"** shall mean an amount equal to the Aggregate Outstanding Discounted Receivables Balance of such Purchased Lease Receivables on the relevant Purchase Date as of the relevant Cut-Off Date;

**"Purchased Lease Receivable"** shall mean the Lease Receivables purchased by the Issuer from the Seller on the Closing Date or on and other Purchase Date during the Replenishment Period under the Lease Receivables Purchase Agreement;

**"Purchase Shortfall Account"** shall mean the bank account with the account number 300560061806180001279 and IBAN FR7630056006180618000127910 held in the name of the Issuer at the Account Bank, as well as any other bank accounts specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to or as substitute for such Purchase Shortfall Account in accordance with the Accounts Agreement and the Transaction Security Agreement, to which any Purchase Shortfall Amount shall be credited;

**"Purchase Shortfall Amount"** shall mean, on any Purchase Date, the excess, if any, of the Replenishment Available Amount over the aggregate purchase price payable in accordance with the Lease Receivables Purchase Agreement for all Receivables purchased by the Purchaser on such Purchase Date;

**"Purchase Shortfall Event"** shall mean an event that shall have occurred if, on three (3) consecutive Cut-Off Dates, the amount standing to the credit of the Purchase Shortfall Account is higher than 10% of the Aggregate Note Principal Amount of all Classes of Notes on the Closing Date;

**"Purchaser"** shall mean SC Germany S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having the status of an unregulated securitisation company (*société de titrisation*) subject to the Luxembourg Securitisation Law of 22 of March 2004, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B247074 and having its registered office at Circumference FS (Luxembourg) S.A., 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, acting on behalf and for the account of its Compartment Leasing 2023-1;

**"Rating Agency"** shall mean each individually DBRS or Moody's, altogether **"Rating Agencies"**;

**"Records"** shall mean with respect to any Purchased Lease Receivable, Related Lease Collateral and the Leased Vehicles and the related Lessees all contracts, correspondence, files, notes of dealings and other documents, books, books of accounts, registers, records and other information regardless of how stored including exclusively in a digitalised format;

**"Recoveries"** shall mean, with respect to any Purchased Lease Receivable which has become a Defaulted Lease Receivable, (i) any recoveries and other cash proceeds or amounts received or recovered in respect of such Purchased Lease Receivable or Related Lease Collateral or Leased Vehicles (including any final proceeds from the sale of Defaulted Lease Receivables (together with the relevant Related Lease Collateral)) and (ii) if not already included in (i), the Issuer's Pro-Rata Share of any monies received from the realisation of a Vehicle's sale proceeds after the related Lease Contract has become rescinded or the related Lease Receivable has become a Defaulted Lease Receivable;

**"Reference Banks"** shall mean four major banks in the Euro-zone inter-bank market;

**"Regulation S"** shall have the meaning given to such term in clause 11.1 of the Subscription Agreement;

**"Regulatory Change Event"** shall have the meaning given to it in Condition 7.6(a) (*Optional Redemption upon occurrence of a Regulatory Change Event*) of the Terms and Conditions of the Notes;

**"Regulatory Change Event Redemption Date"** has the meaning ascribed to such term in Condition 7.6(a) (*Optional Redemption upon occurrence of a Regulatory Change Event*) of the Terms and Conditions of the Notes;

**"Related Lease Collateral"** shall mean with respect to any Purchased Lease Receivable (if relevant):

- (a) all present and future claims to determine the legal relationship (*Gestaltungsrechte*) under the Lease Contracts entered into between the Seller and the relevant Lessees and relating to the respective Purchased Lease Receivables;
- (b) any pro-rata share of insurance proceeds and all further claims under all insurance agreements to the extent they pertain to the respective Leased Vehicles, including property insurance (*Kaskoversicherung*) claims;
- (c) all claims of the Seller to indemnification amounts, damages, and restitution claims related to Purchased Lease Receivables and only in accordance with its Credit and Collection Policy; and
- (d) all other collateral (e.g. sureties (*Bürgschaften*) and bank guarantees (*Bankbürgschaften*)) related to the respective Purchased Lease Receivable.

**"Relevant Nominating Body"** shall mean:

- (a) the European Central Bank or the Financial Services and Markets Authority as supervisor of the European Money Markets Institute; or
- (b) any working group or committee officially endorsed or convened by (i) the European Central Bank, (ii) the Financial Services and Markets Authority, (iii) a group of central banks or other supervisors, or (iv) the Financial Stability Board or any part thereof;

**"Replacement Beneficiary"** shall mean any party replacing any of the parties to an existing or future Transaction Document, that becomes a party to the Transaction Security Agreement;

**"Replacement Servicer"** means any substitute servicer appointed in accordance with clause 10 of the Servicing Agreement;

**"Replacement Servicer Costs"** shall mean the Replacement Servicer Fee and any additional fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business), expenses and other amounts due to such Replacement Servicer under the Servicing Agreement or otherwise, and any such amounts due to such Replacement Servicer (including any expenses,

costs and fees incurred in the course of replacement) for the Purchased Lease Receivables and any Related Lease Collateral which may be appointed from time to time in accordance with the Lease Receivables Purchase Agreement or the Servicing Agreement and any such costs and expenses incurred by the Issuer itself in the event that the Issuer collects and/or services the Purchased Lease Receivables or any Related Lease Collateral;

**"Replacement Servicer Fee"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement;

**"Replacement Servicer Fee Reserve Account"** shall mean the bank account with the account number 300560061806180001281 and IBAN FR7630056006180618000128104 held in the name of the Issuer at the Account Bank, as well as any other bank accounts specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to or as substitute for such Replacement Servicer Fee Reserve Account in accordance with the Accounts Agreement and the Transaction Security Agreement to which the Seller will transfer the Required Replacement Servicer Fee Reserve Amount following the occurrence of a RSF Reserve Fund Trigger Event;

**"Replenishment Available Amount"** shall mean, as of any Payment Date during the Replenishment Period, the amount by which the Aggregate Outstanding Note Principal Amount on the Closing Date exceeds the Aggregate Outstanding Discounted Balance of all Purchased Receivables which are not Defaulted Receivables as of the Cut-Off Date immediately preceding such Payment Date;

**"Replenishment Period"** shall mean the period commencing on the Closing Date and ending on (i) the Payment Date falling in [December 2024] (inclusive) or, if earlier, (ii) the date on which an Early Amortisation Event occurs (exclusive);

**"Reporting Date"** shall mean, with respect to a Payment Date, the 5<sup>th</sup> Business Day preceding such Payment Date;

**"Repository"** means European DataWarehouse GmbH, in its capacity as securitisation repository and registered in accordance with Article 10 of the Securitisation Regulation;

**"Required Liquidity Reserve Amount"** shall mean,

- (a) on the Closing Date EUR [●]; and
- (b) on each Payment Date falling after the Closing Date but prior to the occurrence of an event listed in paragraph (c) below, the higher of (i) EUR [●] and (ii) [1.25]% multiplied by the Aggregate Outstanding Note Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the previous Payment Date; and
- (c) zero, on the Payment Date following the earliest of:
  - (i) such Payment Date being a Clean-Up Call Redemption Date; or
  - (ii) such Payment Date being a Tax Call Redemption Date; or
  - (iii) the Aggregate Outstanding Discounted Receivables Balance as of the Cut-Off Date preceding such Payment Date being reduced to zero; or
  - (iv) such Payment Date being the Legal Maturity Date;

**"Required Liquidity Reserve Amount (Part 1)"** shall mean:

- (a) on the Closing Date EUR [●]; and
- (b) on each Payment Date falling after the Closing Date but prior to the occurrence of an event listed in paragraph (c) below, the higher of (i) EUR [●] and (ii) [0.85]% multiplied by the Aggregate

Outstanding Note Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the previous Payment Date; and

- (c) zero, on the Payment Date following the earliest of:
- (i) such Payment Date being a Clean-Up Call Redemption Date; or
  - (ii) such Payment Date being a Tax Call Redemption Date; or
  - (iii) the Aggregate Outstanding Discounted Receivables Balance as of the Cut-Off Date preceding such Payment Date being reduced to zero; or
  - (iv) such Payment Date being the Legal Maturity Date;

**"Required Liquidity Reserve Amount (Part 2)"** shall mean on each Payment Date falling after the Closing Date the difference of:

- (a) the Required Liquidity Reserve Amount on such Payment Date; and
- (b) the amount equal to the Required Liquidity Reserve Amount (Part 1) paid under item [*twelfth*] of the Pre-Enforcement Interest Priority of Payments on such Payment Date;

**"Required Replacement Servicer Fee Reserve Amount"** means, as of any date of determination:

- (a) prior to the occurrence of an RSF Reserve Fund Trigger Event, zero; and
- (b) following the occurrence and continuation of a RSF Reserve Fund Trigger Event, an amount equal to the product of (i) 1% and (ii) the remaining weighted average life of the Purchased Lease Receivables as of the relevant Cut-Off Date, assuming a 0.0% CPR and a 0.0% CDR, and (iii) the then current Aggregate Outstanding Discounted Receivables Balance;

**"Retail Investor"** shall mean a person who is one (or more) of the following: (a) a retail client as defined in point (11) of Article 4(1) of MiFID II or (b) a customer within the meaning of Directive 2016/97/EU (as amended, restated or supplemented, the **"Insurance Distribution Directive"**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (c) not a qualified investor as defined in the Prospectus Regulation;

**"Revised Securitisation Framework"** for these purposes means the changes to existing law and policy set out in:

- (a) the Securitisation Regulation; and
- (b) Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms;

**"Risk Retention U.S. Persons"** shall have the meaning given to such term in clause 11.1 of the Subscription Agreement;

**"RSF Reserve"** shall mean the replacement servicer fee reserve;

**"RSF Reserve Deposit Amount"** shall mean each of the initial amount required to deposit an amount equal to the Replacement Servicer Fee Reserve Required Amount on the Replacement Servicer Fee Reserve Account and an amount equal to a RSF Shortfall Amount;

**"RSF Reserve Depositor"** shall mean the Seller;

**"RSF Reserve Fund Trigger Event"** means any of the following occurrences:

- (a) the Immediate Parent ceases to have the Parent Required Rating; or



- (b) the Immediate Parent ceases to own, directly or indirectly, at least 50% of the share capital of the Seller; or
- (c) a Servicer Termination Event occurs,
- (d) the Servicer terminates the Servicing Agreement for good cause (aus wichtigem Grund)

unless, in the case of (a) and (b), the Seller has a rating of at least the Parent Required Rating;

**"RSF Reserve Funding Failure"** shall have the meaning given to such term in clause [9.3] of the Receivables Purchase Agreement;

**"RSF Reserve Initial Funding Date"** shall mean the date on which the RSF Reserve Depositor makes a deposit in an amount equal to the Required Replacement Servicer Fee Reserve Amount within sixty (60) days from the date on which an RSF Reserve Funding Trigger Event occurs;

**"RSF Reserve Shortfall Amount"** shall have the meaning given to such term in clause [10.7] of the Servicing Agreement;

**"Sanctioned Person"** shall mean any person who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organised under the laws of, or a resident of, any country that is subject to general or country-wide Sanctions);

**"Sanctions"** shall mean any laws, regulations, economic, financial or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the government of the United States of America, the United Nations, the European Union or any of its member states in which the Issuer, or any individual or entity that owns or controls the Issuer, is resident, the U.S. Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Office of Export Enforcement of the U.S. Department of Commerce (OEE), the U.S. Department of State and/or His Majesty's Treasury or any other relevant sanctions authority;

**"Scheduled Collections"** shall mean the Scheduled Interest Collections and the Scheduled Principal Collection;

**"Scheduled Interest Collections"** shall mean, with respect to any Collection Period, the amount of any Interest Collections scheduled to be received by the Servicer with respect to such Collection Period as reported by the Servicer for such Collection Period;

**"Scheduled Maturity Date"** shall mean the Payment Date falling in [●];

**"Scheduled Principal Collections"** shall mean, with respect to any Collection Period, the amount of any Principal Collections scheduled to be received by the Servicer with respect to such Collection Period as reported by the Servicer for such Collection Period;

**"SchVG"** shall mean the German Act on Debt Securities (*Schuldverschreibungsgesetz*);

**"Securitisation Law"** shall mean the Luxembourg law dated 22 March 2004 on securitisation undertakings, as amended.

**"Securitisation Regulation"** shall mean the Regulation (EU) 2017/2402 of the European Parliament and of the Council laying down common rules on securitisation and creating a European framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/38/EC, 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, as amended by Regulation (EU) 2021/557 of the European Parliament and of the Council of 31 March 2021;

**"Securitisation Regulation Disclosure Requirements"** means the disclosure requirements set out in Article 7 of the Securitisation Regulation and Commission Delegated Regulation (EU) 2020/1224, as amended;

**"Securities Act"** shall mean Rule 501 (b) under the Securities Act of 1933;

**"Secrecy Rules"** shall mean, collectively, the rules of German banking secrecy (*Bankgeheimnis*), the provisions of the German Data Protection Act (*Bundesdatenschutzgesetz*) and the provisions of the GDPR, as such rules are binding the relevant Transaction Party to the Transaction Documents with respect to the Purchased Lease Receivables and the Related Lease Collateral from time to time;

**"Seller"** shall mean Santander Consumer Leasing GmbH, Santander-Platz 1, 41061 Mönchengladbach, Germany;

**"Seller Loan Agreement"** shall mean the seller loan agreement between the Issuer and the Lender under which the Lender grants the Liquidity Reserve Loan and subject to certain conditions the Mezzanine Loan;

**"Senior Expenses Deficit"** shall mean, on any Payment Date, an amount equal to any shortfall in Pre-Enforcement Available Interest Amount to pay items *first* to *eleventh* (inclusive) of the Pre-Enforcement Interest Priority of Payments. Any Pre-Enforcement Available Principal Amount applied as Principal Addition Amounts will be recorded as a debit on the relevant Principal Deficiency Ledger;

**"Sequential Payment Trigger Event"** shall mean an event which shall occur on the earlier of

- (a) the Payment Date on which the Cumulative Net Loss Ratio is greater than the Cumulative Net Loss Trigger; or
- (b) the Payment Date on which the Principal Deficiency Ledger has a debit balance in an amount equal to or higher than EUR [●] (for the avoidance of doubt, after the application of the Pre-Enforcement Interest Priority of Payments); or
- (c) the Payment Date on which the Aggregate Outstanding Discounted Receivables Balance is lower than 10 per cent. of the Aggregate Outstanding Discounted Receivables Balance of the Purchased Lease Receivables on the first Cut-Off Date; or
- (d) the Tax Call Redemption Date; or
- (e) the Regulatory Change Event Redemption Date; or
- (f) the Payment Date following a Termination Event or a Servicer Termination Event;

**"Servicer"** shall mean the Seller and any successor thereof or substitute servicer appointed in accordance with the Servicing Agreement;

**"Servicer Disruption Date"** shall mean any Payment Date in respect of which the Servicer fails to provide a Monthly Report for the immediately preceding Collection Period to the Calculation Agent in time, as notified by the Calculation Agent to the Principal Paying Agent and by the Principal Paying Agent to the Noteholders in accordance with 13 (*Form of Notice*) of the Terms and Conditions of the Notes;

**"Servicer Termination Event"** shall mean the occurrence of any of the following events:

- (a) the Servicer fails to make a payment due under the Servicing Agreement at the latest on the second (2<sup>nd</sup>) Business Day after its due date, or, in the event no due date has been determined, within three (3) Business Days after the demand for payment;
- (b) following a demand for performance the Servicer fails within five (5) Business Days to perform its material (as determined by the Issuer) obligations (other than those referred to in (a) above) owed to the Issuer under the Servicing Agreement;
- (c) any of the representations and warranties made by the Servicer with respect to or under the Servicing Agreement or any Monthly Report or information transmitted is materially false or incorrect;
- (d) the Servicer is over indebted (*überschuldet*), unable to pay its debts when they fall due (*zahlungsunfähig*) or such status is imminent (*drohende Zahlungsunfähigkeit*) or intends to commence insolvency (including preliminary insolvency proceedings) or reorganisation proceedings and the Servicer fails to remedy such status within twenty (20) Business Days;

- (e) the Servicer is in material breach of any of its covenants set out in the Servicing Agreement;
- (f) any licence of the Servicer required with respect to the Servicing Agreement and the Services to be performed thereunder is revoked, restricted or made subject to any conditions;
- (g) the Servicer is not collecting Purchased Lease Receivables or Related Lease Collateral pursuant to the Servicing Agreement or is no longer entitled or capable to collect the Purchased Lease Receivables and the Related Lease Collateral for practical or legal reasons;
- (h) at any time there is otherwise no person who holds any required licence appointed by the Issuer to collect the Purchased Lease Receivables and the Related Lease Collateral in accordance with the Servicing Agreement;
- (i) there are valid reasons to cause the fulfilment of material duties and material obligations under the Servicing Agreement or under the Lease Contracts or Related Lease Collateral on the part of the Servicer or the Seller (acting in its capacity as the Servicer) to appear to be impeded; or
- (j) a material adverse change in the business or financial conditions of the Servicer has occurred which materially affects its ability to perform its obligations under the Servicing Agreement;

**"Services"** shall mean the services to be rendered or provided by the Servicer under the Servicing Agreement, in particular clause 3 of the Servicing Agreement;

**"Servicing Agreement"** shall mean a servicing agreement dated on or about [●] December 2023 and entered into by the Issuer, the Servicer, the Transaction Security Trustee and the Corporate Administrator;

**"Shared Data"** shall mean the data received by another Party in the sense of clause 13(a) of the Data Processing Agreement on the basis of Article 6 par. 1 (f) of the GDPR;

**"SRM Regulation"** shall mean Regulation (EU) No. 806/2014 of the European Parliament and the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No. 1093/2010 (as amended from time to time);

**"SSPEs"** shall mean securitisation special purpose entities;

**"Stock Exchange"** shall mean the Luxembourg Stock Exchange;

**"STS"** shall mean simple, transparent and standardised securitisation transactions;

**"Subscription Agreement"** shall mean an agreement for the subscription of the Notes dated [●] December 2023 and entered into between the Issuer, the Joint Lead Managers and the Seller;

**"Subsidiary"** shall mean a direct or indirect subsidiary of the Seller or a parent of the Seller where such subsidiary constitutes an affiliated company;

**"SVI"** shall mean STS Verification International GmbH based in Frankfurt am Main, Germany, which was authorised to act as third party verification agent pursuant to Article 28 of the Securitisation Regulation on 7 March 2019 by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as competent supervisory body;

**"Swap Agreement"** shall mean the interest rate swap agreement on the basis of the ISDA Master Agreement (2002), (including any schedule thereto and any related Credit Support Annex) entered into on [●] December 2023 and the confirmation thereunder dated [●] and as amended and restated from time to time, the Issuer and the Interest Rate Swap Counterparty have entered into;

**"Swap Cash Collateral Account"** shall mean the swap collateral account of the Issuer opened on or before the Closing Date with the Account Bank with the account number 300560061806180001305 and IBAN FR7630056006180618000130529 or any successor swap collateral account;

**"Swap Collateral"** shall mean an amount equal to the value of collateral to the extent provided by the Interest Rate Swap Counterparty to the Issuer under the Swap Agreement, and includes any interest and distributions in respect thereof;

**"Tax Call Event"** shall mean if the Issuer is or becomes at any time required by law to deduct or withhold in respect of any payment under the Notes current or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, the Issuer shall determine within twenty (20) calendar days of such circumstance occurring whether it would be practicable to arrange for the substitution of the Issuer in accordance with Condition 11 (*Substitution of the Issuer*) or to change its tax residence to another jurisdiction approved by the Transaction Security Trustee. The Transaction Security Trustee shall not give such approval unless each of the Rating Agencies has been notified in writing of such substitution or change of the tax residence of the Issuer. If the Issuer determines that any of such measures would be practicable, it shall effect such substitution in accordance with Condition 11 (*Substitution of the Issuer*) or (as relevant) such change of tax residence within sixty (60) calendar days from such determination. If, however, it determines within twenty (20) calendar days of such circumstance occurring that none of such measures would be practicable or if, having determined that any of such measures would be practicable, it is unable so to avoid such deduction or withholding within such further period of sixty (60) calendar days;

**"Tax Call"** shall mean the exercise by the Seller of its option under clause 22.4 (Termination; Repurchase Option) of the Lease Receivables Purchase Agreement to repurchase all Purchased Lease Receivables (together with any Related Lease Collateral) which have not been sold to a third party on any Payment Date on or following which a Tax Call Event has occurred;

**"Tax Call Redemption Date"** shall have the meaning given to it in clause 7.5 (b) (Early Redemption) of the Terms and Conditions of the Notes;

**"TEFRA D Rules"** shall mean the United States Treasury Regulation Section 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as the TEFRA D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code);

**"Temporary Global Note"** shall have the meaning given to such term in clause 2.3 of the Subscription Agreement;

**"Termination Date"** shall mean the day on which a termination becomes effective pursuant to clause 22 of the Lease Receivables Purchase Agreement;

**"Termination Event"** shall mean the occurrence of any of the following events:

- (a) the Seller fails to make a payment due under the Lease Receivables Purchase Agreement at the latest on the fifth (5<sup>th</sup>) Business Day after its due date, or, in the event no due date has been determined, within five (5) Business Days after the demand for payment,
- (b) the Seller fails within five (5) Business Days to perform its material (as determined by the Purchaser) obligations (other than those referred to in (a) above) owed to the Purchaser under the Lease Receivables Purchase Agreement after its due date, or, in the event no due date has been determined, within five (5) Business Days after the demand for performance,
- (c) any of the representations and warranties made by the Seller, with respect to or under the Lease Receivables Purchase Agreement or information transmitted is materially false or incorrect, unless such falseness or incorrectness, insofar as it relates to Purchased Lease Receivables, Related Lease Collateral, or the Lease Contracts, has been remedied by the tenth (10<sup>th</sup>) Business Day (inclusive) after the Seller has become aware that such representations or warranties were false or incorrect,
- (d) the Seller is over-indebted (*überschuldet*), unable to pay its debts when they fall due (*zahlungsunfähig*) or such status is imminent (*drohende Zahlungsunfähigkeit*) or intends to commence insolvency (including preliminary insolvency proceedings) or reorganisation proceedings

or is subject to insolvency (including preliminary insolvency proceedings), reorganisation or dissolution proceedings and the Seller fails to remedy such status within five (5) Business Days,

- (e) the Seller is in material breach of any covenants of the Seller under the Lease Receivables Purchase Agreement,
- (f) the Seller fails to perform any material obligation under the Lease Contracts or in relation to the Related Lease Collateral,
- (g) an Issuer Event of Default has occurred, or
- (h) a material adverse change in the business or financial conditions of the Seller has occurred which materially affects its ability to perform its obligations under the Lease Receivables Purchase Agreement;

**"Terms and Conditions"** shall mean the terms and conditions of the Notes as set out in the Prospectus (or **"Terms and Conditions of the Notes"**);

**"Transaction"** means the Transaction Documents, together with all agreements and documents executed in connection with the issuance of the Notes, the performance thereof and all other acts, undertakings and activities connected therewith;

**"Transaction Account"** shall mean the bank account with the account number 300560061806180001238 and IBAN FR7630056006180618000123836 held in the name of the Issuer at the Account Bank, as well as any other bank accounts specified as such by or on behalf of the Issuer or the Transaction Security Trustee in the future in addition to or as substitute for such Transaction Account in accordance with the Accounts Agreement and the Transaction Security Agreement;

**"Transaction Documents"** shall mean the Lease Receivables Purchase Agreement, the Servicing Agreement, the Incorporated Terms Memorandum, the Corporate Administration Agreement, the Accounts Agreement, any Transaction Security Document, the Data Trust Agreement, the Agency Agreement, the Subscription Agreement, the Seller Loan Agreement, the Swap Agreement and any amendment agreement, termination agreement or replacement agreement relating to any such agreement;

**"Transaction Party"** shall mean any Party to a Transaction Document and **"Transaction Parties"** shall be construed accordingly;

**"Transaction Secured Obligations"** has the meaning ascribed to such term in clause 7 (*Security Purpose*) of the Transaction Security Agreement;

**"Transaction Security Agreement"** shall mean a transaction security agreement dated on or about [●] December 2023 and made between, the Issuer, the Joint Lead Managers, the Principal Paying Agent, the Calculation Agent, the Interest Determination Agent, the Cash Administrator, the Corporate Administrator, the Account Bank, the Data Trustee, the Seller, the Servicer, the Interest Rate Swap Counterparty and the Transaction Security Trustee for the benefit of the Beneficiaries (as such term is defined therein);

**"Transaction Security Documents"** shall mean the Transaction Security Agreement, the English Security Deed, and any other agreement or document entered into from time to time by the Transaction Security Trustee with the Issuer for the benefit of the Noteholders and the other Beneficiaries (as such term is defined in the Transaction Security Agreement) for the purpose, *inter alia*, of securing all or any of the obligations of the Issuer under the Transaction Documents;

**"Transaction Security Trustee"** shall mean Vistra Capital Markets Trustees Limited, its successors or any other person appointed from time to time as Transaction Security Trustee in accordance with the Transaction Security Agreement;

**"Transaction Security Trustee Claim"** shall have the meaning given to such term in clause 4.2 of the Transaction Security Agreement;

"**T2 System**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**UK CRA Regulation**" means CRA3 as onshored into English law on 31 December 2020 by virtue of the EUWA (as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019);

"**UK Securitisation Regulation**" means the Securitisation Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, binding technical standards and related documents published by the FCA and the PRA of the United Kingdom);

"**Unencrypted Portfolio Information**" shall have the meaning given to such term in clause 5.1 of the Lease Receivables Purchase Agreement;

"**U.S. Persons**" shall have the meaning given to such term in clause 11.1 of the Subscription Agreement;

"**U.S Risk Retention Rules**" shall have the meaning given to such term in clause 11.1 of the Subscription Agreement;

"**UStAE**" shall mean German Value Added Tax Application Ordinance (*Umsatzsteuer-Anwendungserlass*);

"**VAT**" shall mean Value Added Tax (*Umsatzsteuer*);

"**Volcker Rule**" shall mean Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the implementing regulations adopted thereunder collectively.

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