PROSPECTUS

Issuer: abc SME Lease Germany SA, acting in respect of its Compartment 7
(a public company incorporated with limited liability as a société anonyme under the laws of Luxembourg with registered trade number B178866)

EUR 404,800,000 Class A Fixed Rate Amortising Notes due October 2031 (the "Class A Notes")
Issue Price: 100 %
EUR 20,100,000 Class B Fixed Rate Amortising Notes due October 2031 (the "Class B Notes")
Issue Price: 100 %
EUR 38,000,000 Class C Variable Rate Amortising Notes due October 2031 (the "Class C Notes")
Issue Price: 100 %

The Class A Notes, the Class B Notes and the Class C Notes (collectively, the "**Notes**" and each such class, a "**Class**") of abc SME Lease Germany SA an unregulated securitisation vehicle established in the form of a *société anonyme*, subject to the provisions of the Luxembourg law of 22 March 2004 on securitisation, as amended (the "**Securitisation Law**"), having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés Luxembourg*) under number B178866, acting in respect of its Compartment 7 (the "**Issuer**)" are backed by a pool of lease receivables (the "**Relevant Receivables**") relating to movable lease objects (the "**Lease Objects**") together with certain other collateral relating thereto (the Lease Objects, the other collateral (as specified in para. (b) to (e) (inclusive) of the definition of Related Collateral in "Certain Definitions" of the Terms and Conditions of the Notes) and the proceeds therefrom, the "**Related Collateral**", and together with the Relevant Receivables, the "**Pool**"). The Relevant Receivables were originated by abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH, ETL Finance GmbH & Co.KG or Schneidereit Finance GmbH, respectively (collectively, the "**Lessors**" and each a "**Lessor**") and result from lease agreements (the "**Lease Agreements**") regarding the Lease Objects. The Relevant Receivables, together with the Related Collateral, were forfaited on a non-recourse basis by the Lessors to abcbank GmbH (the "**Seller**") prior to 16 October 2020 (the "**Note Issuance Date**"). As of the Note Issuance Date the aggregate outstanding nominal amounts of all Relevant Receivables (the "**Aggregate Outstanding Nominal Amount**") is expected to be EUR 462,860,020.04. The Issuer will, subject to certain requirements, on each Payment Date until the Payment Date in October 2022 (inclusive), following the Note Issuance Date, acquire from the Seller certain Additional Receivables (as defined below) and Related Collateral if offered by the Seller in accordance with the Receivables Purchase Agreement (as defined below) from time to time.

The Issuer will apply the proceeds from the issue of the Notes to partially finance the aggregate Purchase Prices for the acquisition of the Relevant Receivables, together with the Related Collateral, from the Seller under a receivables purchase agreement between the Issuer and the Seller dated as of 14 October 2020 (the "**Receivables Purchase Agreement**") on the Note Issuance Date.

The obligations of the Issuer under the Notes will be secured by first-ranking security interests granted to Wilmington Trust SP Services (Frankfurt) GmbH (the "**Security Trustee**") acting in a fiduciary capacity for the holders of the Notes (the "**Noteholders**") pursuant to a trust agreement between the Issuer and the Security Trustee dated as of 14 October 2020 (the "**Trust Agreement**").

This Prospectus constitutes a prospectus for the purpose of Article 3.3 of Regulation (EU) 2017/1129 (the "Prospectus Regulation") and has been drawn up in accordance with Article 6.3 of the Prospectus Regulation. This Prospectus has been approved by the Luxembourg financial sector regulator (*Commission de Surveillance du Secteur Financier*) in its capacity as competent authority under the Prospectus Regulation. The Luxembourg financial sector regulator only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is the subject of this Prospectus nor be considered as an endorsement of the quality of the Notes that are the subject of this Prospectus. By approving this prospectus the Luxembourg financial sector regulator assumes no responsibility as to the economic or financial soundness of this transaction or the quality and solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (MIFID II).

Landesbank Baden-Württemberg (the "**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" below. 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. It should be remembered that the price of securities and the income from them can go down as well as up.

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

Arranger
Landesbank Baden-Württemberg

Lead Manager
Landesbank Baden-Württemberg

The date of this Prospectus is 14 October 2020.
For reference to the definitions of capitalised words and phrases appearing herein, see "INDEX OF DEFINED TERMS". Any information on any website referred to in this Prospectus is for information purposes only and neither forms part if this Prospectus nor has it been scrutinised nor approved by the Luxembourg financial sector regulator (Commission de Surveillance du Secteur Financier), as competent authority under the Prospectus Regulation, with the exception of links to the electronic addresses of websites where information incorporated by reference is available.

Each of the Class A Notes, the Class B Notes and the Class C Notes will be initially represented by a temporary global note in bearer form (each, a "**Temporary Global Note**") without interest coupons attached. The Temporary Global Notes will be (i) in the aggregate principal amount of EUR 404,800,000 for the Class A Notes, (ii) in the aggregate principal amount of EUR 20,100,000 for the Class B Notes and (iii) in the aggregate principal amount of EUR 38,000,000 for the Class C Notes, respectively. Each Temporary Global Note will be exchangeable, as described herein for a permanent global note in bearer form (each, a "**Permanent Global Note**", and together with the Temporary Global Notes, the "**Global Notes**" and each, a "**Global Note**") without interest coupons attached. The Temporary Global Notes will be exchangeable not earlier than 40 calendar days and not later than 180 calendar days after the Note Issuance Date, upon certification of non-U.S. beneficial ownership, for interests in the Permanent Global Note. The Global Notes representing the Class A Notes will be deposited with a common safekeeper (the "**Common Safekeeper for the Class A Notes**") appointed by Euroclear System S.A./N.V. as the operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream Luxembourg**" and together with Euroclear, the "**Clearing Systems**") on or prior to the Note Issuance Date. The Common Safekeeper for the Class A Notes 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 and the Class C Notes, respectively, will be deposited with a common safekeeper (the "**Common Safekeeper for the Class B Notes and the Class C Notes, respectively**" and together with the Common Safekeeper for the Class A Notes, the "**Common Safekeepers**" and each, a "**Common Safekeeper**") appointed by the Principal Paying Agent for the operator of Euroclear and for Clearstream Luxembourg on or prior to the Note Issuance Date. The Common Safekeeper for the Class B Notes and the Class C Notes, respectively, will hold the Global Notes representing the Class B Notes and the Class C Notes, respectively in custody for Euroclear and Clearstream Luxembourg and any successor in such capacity. The Notes, issued in new global note form and 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 Global Notes representing the Class A Notes are intended upon issue to be deposited with one of the Clearing Systems as Common Safekeeper for the Class A Notes 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.

THE NOTES REPRESENT OBLIGATIONS OF THE ISSUER ONLY AND DO NOT REPRESENT AN INTEREST IN OR OBLIGATION OF THE SELLER, THE MASTER SERVICER (IF DIFFERENT), ANY SUBSTITUTE SERVICER, THE BACK-UP SERVICER, ANY LESSOR, ANY SUB-SERVICER (IF DIFFERENT), THE SECURITY TRUSTEE, THE DATA TRUSTEE, THE PRINCIPAL PAYING AGENT, THE CORPORATE ADMINISTRATOR, THE COMMON SAFEKEEPERS, THE LEAD MANAGER, THE ARRANGER OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PARTY (OTHER THAN THE ISSUER) TO THE TRANSACTION DOCUMENTS. THE ISSUER WILL NOT ARRANGE FOR EITHER THE NOTES NOR THE UNDERLYING RELEVANT RECEIVABLES TO BE INSURED OR GUARANTEED BY ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR BY THE SELLER, THE MASTER SERVICER (IF DIFFERENT), ANY SUBSTITUTE SERVICER, THE BACK-UP SERVICER, ANY LESSOR, ANY SUB-SERVICER (IF DIFFERENT), THE SECURITY TRUSTEE, THE DATA TRUSTEE, THE PRINCIPAL PAYING AGENT, THE CORPORATE ADMINISTRATOR, THE COMMON SAFEKEEPERS, THE LEAD MANAGER, THE ARRANGER 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	Class Principal Amount as of the Note Issuance Date	Interest Rate	Issue Price	Expected Ratings (Fitch/ DBRS)	Legal Redemption Date	ISIN
A	EUR 404,800,000	0.197 %	100 %	AA sf/ AA (low) (sf)	Payment Date falling in October 2031	XS2231779302
B	EUR 20,100,000	1.256 %	100 %	not rated	Payment Date falling in October 2031	XS2231781464
C	EUR 38,000,000	Variable	100 %	not rated	Payment Date falling in October 2031	XS2231782355

Interest on the Class A Notes will accrue on the outstanding principal amount of each Class A Note at a per annum rate equal to 0.197 %. Interest on the Class B Notes will accrue on the outstanding principal amount of each Class B Note at a per annum rate equal to 1.256 %. Interest on the Class C Notes will accrue on the outstanding principal amount of each Class C Note at a variable rate. Interest will be payable in Euro by reference to successive interest accrual periods (each, an "**Interest Period**") monthly in arrears on the twentieth (20th) calendar day of each calendar month or, if such day is not a Business Day, the next succeeding day which is a Business Day, provided that no Payment Date with respect to the Notes will occur after all Notes have been fully redeemed (each, a "**Payment Date**"). The first Payment Date of the Notes will be 20 November 2020. "**Business Day**" means a day on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System2 ("**TARGET2**") are operational and on which commercial banks and foreign exchange markets are open or required to be open for business in Cologne, Germany, Frankfurt am Main, Germany, Wuppertal, Germany, Amsterdam, The Netherlands, London, the United Kingdom, Dublin, Ireland and Luxembourg. "**Cut-Off Date**" means the last day of each calendar month and, with respect to the Note Issuance Date, 30 September 2020. The first Cut-Off Date following the Cut-Off Date with respect to the Note Issuance Date will be 31 October 2020. See "TERMS AND CONDITIONS OF THE NOTES — Payments of Interest".

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 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".

Unless an Early Amortisation Event (as defined below, see "TERMS AND CONDITIONS OF THE NOTES — Certain Definitions") occurs, amortisation of the Notes will commence on the first Payment Date after the expiration of the Replenishment Period. During the Replenishment Period, the Seller may, at its option, replenish the Pool underlying the Notes by offering to sell to the Issuer, on any Payment Date from time to time, additional lease receivables (the "**Additional Receivables**") " relating to Lease Objects. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption".

The Notes will mature on the Payment Date falling in October 2031 (the "**Legal Redemption Date**") unless previously redeemed in full. The Notes are expected to be redeemed on the Payment Date falling in October 2029 (the "**Scheduled Redemption Date**") unless previously redeemed in full. In addition, the Notes will be subject to partial redemption and/or optional redemption prior to the Legal Redemption Date in specific circumstances and subject to certain conditions. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption".

The Class A Notes are expected, on issue, to be rated by Fitch Ratings Limited ("**Fitch**") and DBRS Rating GmbH ("**DBRS**") and together with Fitch, the "**Rating Agencies**"). It is a condition of the issue of the Class A Notes that the Class A Notes are assigned the ratings indicated in the above table. The Issuer has not requested a rating for the Class B Notes and the Class C Notes, respectively.

Each rating of the Class A Notes by DBRS and Fitch addresses the likelihood that the holders of the Class A Notes will receive all payments to which they are entitled, as described herein. The ratings of "**AAA sf**" and of "**AAA (sf)**" are the highest ratings that each of Fitch and DBRS, respectively, assigns to long-term obligations. Each rating takes into consideration the characteristics of the Relevant Receivables and the structural, legal, tax and Issuer-related aspects associated with the Class A Notes.

However, the ratings assigned to the Class A Notes do not address the possibility that the holders of the Class A 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 Class A 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 ratings of the Class A Notes by any rating agency other than the Rating Agencies and has not requested the Class B Notes and the Class C Notes (collectively, the "**Unrated Notes**") to be rated by any rating agency; there can be no assurance, however, as to whether any rating agency other than the Rating Agencies will rate the Class A Notes or, if it does, what rating would be assigned by such rating agency. The ratings assigned to the Class A Notes by such other rating agency could be lower than the respective ratings assigned by the Rating Agencies.

Pursuant to Article 5 (1)(c) of the Regulation (EU) 2017/2402 (the "**Securitisation Regulation**") an institutional investor (as defined in Article 2 (12) therein), other than when acting as an originator, a sponsor or original lender, may hold the credit risk of a securitisation position in its trading book or non-trading book only if the originator, sponsor or original lender of such securitisation position has explicitly disclosed in accordance with Article 7 of the Securitisation Regulation that it will retain, on an ongoing basis, a material net economic interest in the securitised exposures of not less than 5 per cent. in accordance with Article 6 (1) of the Securitisation Regulation. The originator, the sponsor or original lender is directly obliged under Article 6 of the Securitisation Regulation to retain such risk. Under Article 6 (3)(d) of the Securitisation Regulation, a net economic interest may be retained, *inter alia*, by way of retention of a first loss tranche and, if necessary, of other tranches having the same or a more severe risk profile than the tranches transferred or sold to investors and not maturing any earlier than the tranches or transferred or sold to the investors, so that the retention equals in total no less than 5 % of the aggregate nominal value of the securitised exposures.

Similar due diligence and risk retention requirements to those set out in Articles 5 and 6 of the Securitisation Regulation have been implemented, or may be implemented in the future for certain other EEA or EU regulated investors (including, without limitation, investment firms, insurance and reinsurance undertakings, certain fund managers and funds which require authorisation under Directive 2009/65/EC on Undertakings for Collective Investment in Transferable Securities, all of which now also fall within the scope of the Securitisation Regulation pursuant to the definition of institutional investors set out in Article 2(12) of the Securitisation Regulation), such requirements together with Articles 5 and 6 of the Securitisation Regulation, together, the "**Risk Retention and Due Diligence Rules**"). For example, Section 5 of Chapter III or "Section 5" of the Commission Delegated Regulation 231/2013 of 19 December 2012 ("**AIFMR**"), as currently in effect, supplementing the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and the Council of 22 July 2013 on alternative investment fund managers ("**AIFMD**") as amended by the Securitisation Regulation, establishes similar risk retention and due diligence requirements for certain fund managers under Section 5 of Chapter III of the AIFMR. See "RISK FACTORS — Risks relating to the Notes — Risk Retention and Due Diligence Requirements in the European Union" and "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS — Risk Retention and Due Diligence Requirements in the European Union" and " — US Risk Retention".

The Seller will retain, on an ongoing basis, for the life of the Transaction a material net economic interest of not less than 5 per cent. (5 %) in the Transaction in accordance with Article 6 (1) and 6 (3) (d) of the Securitisation Regulation, subject always to any requirement of law applicable to it. The Seller will retain, on an ongoing basis until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date, Class C Notes in an aggregate principal amount equal to at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Relevant Receivables) as of the Note Issuance Date. The Seller will purchase and acquire the Retained Class C Notes indirectly from the Issuer through the Lead Manager. Pursuant to the Subscription Agreement and in compliance with Article 6 (1) and 6(3)(d) of the Securitisation Regulation and in anticipation of the implementation of Article 12 of final draft of the regulatory technical standard (RTS) on risk retention (the "**Risk Retention RTS**") published by the European Banking Authority (EBA) on 31 July 2018, the Seller undertakes to (a) retain the Retained Class C Notes and not to sell and/or transfer the Retained Class C Notes (whether in full or in part) to any third party and (b) to ensure that the Retained Class C Notes are not subject to any credit risk mitigation or hedging until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date. As of the date hereof, Risk Retention RTS still has to be adopted by the

European Commission. Until the Risk Retention RTS is adopted by the European Commission, each of the Seller and the Issuer will comply with Chapters I, II and III and Article 22 of Delegated Regulation (EU) No 625/2014 in accordance with Article 43(7) of the Securitisation Regulation.

With a view to support compliance with Article 7 of the Securitisation Regulation, and Article 52 (g) of the AIFMR, abcbank GmbH in its capacity as Master Servicer will, on a monthly basis after the Note Issuance Date and acting on behalf of the Issuer, make each Investor Report including data with regard to the Relevant Receivables, an overview of the retention of the material net economic interest and any additional information reasonably required under Article 7 of the Securitisation Regulation available to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and upon request, potential investors, on the website of European Data Warehouse (www.eurodw.eu) as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation. The website of European Data Warehouse neither forms part of this Prospectus nor has it been scrutinised nor approved by the Luxembourg financial sector regulator (*Commission de Surveillance du Secteur Financier*), as competent authority under the Prospectus Regulation and disclaimers may be posted with respect to the information posted thereon. Such website will comply with the requirements set out in Article 7(2) of the Securitisation Regulation.

If a securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation, the Master Servicer will make the Investor Reports, retention overview and above-mentioned additional information available to such securitisation repository and the website of European Data Warehouse (www.eurodw.eu) will then cross-refer to such securitisation repository. Each prospective investor and Noteholder is required to independently assess and determine the sufficiency of the information described in the preceding five paragraphs for the purposes of complying with the Risk Retention and Due Diligence Rules, in particular with each of Article 5 of the Securitisation Regulation and Section 5 of Chapter III or "Section 5" of the AIFMR (including Article 51) and any corresponding national measures which may be relevant. Neither the Issuer, the Seller, the Master Servicer, any Lessor, any Sub-Servicer, the Arranger, the Lead Manager nor any other party to the Transaction Documents gives any representation or assurance that such information is sufficient in all circumstances for such purposes. In addition, if and to the extent the Risk Retention and Due Diligence Rules are relevant to any prospective investor and Noteholder, such investor and Noteholder should ensure that it complies with the Risk Retention and Due Diligence Rules in its relevant jurisdiction. Prospective Noteholders who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

The Issuer is of the view that it is not now and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "**Volcker Rule**". Although other exclusions may be available to the Issuer, this conclusion is based on the determination that the Issuer may rely on the exemption from the definition of "investment company" in the Investment Company Act of 1940, as amended, provided by Section 3(c)(5)(c) thereunder. Any prospective investor in the Notes, including a bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the Volcker Rule and its effects.

None of the Arranger and the Lead Manager makes any representation, warranty or guarantee to any prospective investor regarding the application of the Volcker Rule to the Issuer or to such prospective investor's investment in the Notes, as of the date hereof or at any time in the future.

Any prospective investor in the Notes, including a bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the Volcker Rule and its effects.

The Simple, Transparent and Standardised ("**STS**") criteria have been enacted very recently and still need to be supplemented by regulatory technical standards some of which are, as of the date hereof, only available in draft form. It is therefore unclear in many respects how the STS criteria are to be interpreted and applied. See "RISK FACTORS — Risks relating to the Notes — Revisions to Basel III Framework, CRD IV and CRR as well as CRR Requirements for Investor Institutions — Securitisation Regulation and Simple, Transparent and Standardised Securitisations".

In this Prospectus, references to "**euro**", "**€**"or "**EUR**" are to the single currency which was introduced in Germany as of 1 January 1999.

The language in 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.

Responsibility for the contents of this Prospectus

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

(i) only the Seller is responsible for the information set out in the five paragraphs preceding the reference to the definition of the "euro" above and under "OUTLINE OF THE TRANSACTION – The Pool: Relevant Receivables and Related Collateral" on pages 54 - 55, "CREDIT STRUCTURE – Lease Interest Rate" on page 62, "EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS" on pages 160 - 161, "DESCRIPTION OF THE POOL" on pages 163 - 178 (except for the information under "DESCRIPTION OF THE POOL – Eligibility Criteria"), "CREDIT AND COLLECTION POLICIES" on pages 183 - 195 and "THE SELLER" on page 202;

(ii) only the Master Servicer is responsible for the information under "OUTLINE OF THE TRANSACTION – Servicing of the Pool" on page 55, "RISK FACTORS — Risks relating to the Issuer — Reliance on Administration and Collection Procedures" on pages 26 - 27, "CREDIT STRUCTURE – Cash Collection Arrangements" on pages 62 - 63 and under "CREDIT AND COLLECTION POLICIES" on pages 183 - 195;

(iii) only the Lessors are responsible for the information under "THE LESSORS AND THE SUB-SERVICERS" on page 203 and under "CREDIT AND COLLECTION POLICIES" on pages 183 - 195;

(iv) only the Back-Up Servicer is responsible for the information under "THE BACK-UP SERVICER" on page 204;

(v) only the Security Trustee is responsible for the information in the third, fourth and fifth paragraphs under "THE SECURITY TRUSTEE" on page 207;

(vi) only the Account Bank, together with the Principal Paying Agent, is responsible for the information under "THE ACCOUNT BANK AND THE PRINCIPAL PAYING AGENT" on page 206;

(vii) only the Cash Administrator is responsible for the information under "THE CASH ADMINISTRATOR" on page 205; and

(viii) only the Principal Paying Agent, together with the Account Bank, is responsible for the information under "THE ACCOUNT BANK AND THE PRINCIPAL PAYING AGENT" on page 206.

provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from 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), the information contained in this Prospectus 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), the information contained in this Prospectus 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 Master Servicer hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) of the Master Servicer, the information contained in this Prospectus for which the Master Servicer is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Lessors and the Sub-Servicers hereby declares that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus for which such Lessor and such Sub-Servicer is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

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

The 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), the information contained in this Prospectus for which the 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), the information contained in this Prospectus 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.

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

Subject to the following paragraphs, each of the Issuer, the Seller, the Master Servicer, the Lessors, the Sub-Servicers, the Back-Up Servicer, the Security Trustee, the Account Bank, the Cash Administrator and the Principal Paying Agent accepts responsibility accordingly.

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, purchase 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 Security Trustee, the Lead Manager or the Arranger.

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 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 document, you should consult your stockbroker, bank manager, legal adviser, accountant or other financial adviser.*** *None of the Lead Manager or the Arranger makes 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 does not accept any responsibility or liability therefor. Neither the Lead Manager nor the Arranger undertakes to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Lead Manager or the Arranger.*

No action has been taken by the Issuer, the Lead Manager or the Arranger 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 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 Lead Manager 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 validity of the Prospectus will expire after 12 months after its approval as of the date hereof. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

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 Lead Manager to inform themselves about and to observe any such restriction.

PRIIPS REGULATION/PROHIBITION SALES TO EEA 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 (THE "**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**"); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, THE "**INSURANCE MEDIATION DIRECTIVE**"), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. 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.

MIFID II PRODUCT GOVERNANCE / 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.

THE NOTES HAVE NOT BEEN AND WILL NOT BE, 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 US PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE LEAD MANAGER HAS REPRESENTED AND AGREED THAT IT HAS NOT OFFERED AND SOLD ANY NOTE, AND WILL NOT OFFER AND 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, THE LEAD MANAGER HAS FURTHER REPRESENTED AND AGREED THAT NEITHER IT NOR ANY OF 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 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.

FROM AND AFTER THE TIME THAT THE ISSUER NOTIFIES THE LEAD MANAGER IN WRITING THAT IT IS NO LONGER ABLE TO MAKE THE REPRESENTATION SET FORTH IN CLAUSE 6 (1) (L) (B) OF THE SUBSCRIPTION AGREEMENT, THE LEAD MANAGER HAS (I) 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) 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 40 CALENDAR DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE, EXCEPT IN ACCORDANCE WITH RULE 903 UNDER REGULATION S UNDER THE SECURITIES ACT; AND ACCORDINGLY, (III) FURTHER REPRESENTED AND AGREED THAT NEITHER IT, NOR ANY OF 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, AND THEY HAVE COMPLIED AND WILL COMPLY WITH THE OFFERING RESTRICTIONS REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT, AND (IV) ALSO 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 NOTICE TO SUBSTANTIALLY THE FOLLOWING EFFECT:

"THE SECURITIES COVERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS BY ANY PERSON REFERRED TO IN RULE 903 (B)(2)(III) (X) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (Y) OTHERWISE UNTIL 40 CALENDAR DAYS AFTER THE LATER OF THE COMPLETION OF THE DISTRIBUTION OF THE SECURITIES AS DETERMINED AND CERTIFIED BY THE LEAD MANAGER, EXCEPT IN EITHER CASE IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT. TERMS USED ABOVE HAVE THE MEANING GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."

THE LEAD MANAGER WHO HAS PURCHASED NOTES OF A CLASS OF NOTES UNDER THE SUBSCRIPTION AGREEMENT SHALL DETERMINE AND NOTIFY TO THE PRINCIPAL PAYING AGENT THE COMPLETION OF THE DISTRIBUTION OF THE NOTES OF SUCH CLASS. ON THE BASIS OF SUCH NOTIFICATION OR NOTIFICATIONS, THE PRINCIPAL PAYING AGENT AGREES TO NOTIFY THE LEAD MANAGER OF THE END OF THE DISTRIBUTION COMPLIANCE PERIOD WITH RESPECT TO SUCH CLASS.

TERMS USED IN THE FOREGOING PARAGRAPH HAVE THE MEANING GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

NOTES WILL BE ISSUED IN ACCORDANCE WITH THE PROVISIONS OF UNITED STATES TREASURY REGULATION § 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**").

FURTHER, THE LEAD MANAGER HAS REPRESENTED AND AGREED THAT:

(A) EXCEPT TO THE EXTENT PERMITTED UNDER THE TEFRA D RULES, (X) 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 (Y) 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 IN BEARER FORM 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 WAS 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 U.S. TREAS. REG SECTION 1.63-5 (C)(2)(I)(D)(6) OF THE TEFRA D RULES;

(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 SUB-CLAUSES (A), (B) AND (C) ABOVE ON SUCH AFFILIATE'S BEHALF OR (II) AGREES THAT IT WILL OBTAIN FROM SUCH AFFILIATE FOR THE BENEFIT OF THE ISSUER THE REPRESENTATIONS AND AGREEMENTS CONTAINED IN SUB-CLAUSES (A), (B) AND (C) ABOVE; AND

(E) IT WILL OBTAIN FOR THE BENEFIT OF THE ISSUER THE REPRESENTATIONS AND AGREEMENTS CONTAINED IN SUB-CLAUSES (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 THE FOREGOING PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY THE U.S. INTERNAL REVENUE CODE AND REGULATIONS THEREUNDER, INCLUDING THE TEFRA D RULES.

THE LEAD MANAGER UNDER THE SUBSCRIPTION AGREEMENT HAS ALSO AGREED THAT, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE LEAD MANAGER AND WHERE THE SALE OF ANY NOTES 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 LEAD MANAGER HAS REPRESENTED, WARRANTED AND AGREED THAT:

(A) IT HAS ONLY COMMUNICATED OR CAUSED TO BE COMMUNICATED AND WILL ONLY COMMUNICATE OR CAUSE TO BE COMMUNICATED ANY INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE UNITED KINGDOM FINANCIAL SERVICES AND MARKETS ACT 2000 (THE "**FSMA**") RECEIVED BY IT IN CONNECTION WITH THE ISSUE OF THE 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 THE NOTES IN, FROM OR OTHERWISE INVOLVING THE UNITED KINGDOM.

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

THE LEAD MANAGER HAS REPRESENTED, WARRANTED AND AGREED THAT (A) IT WILL NOT UNDERWRITE THE ISSUE OF OR PLACE THE NOTES, OTHERWISE THAN IN CONFORMITY WITH THE PROVISIONS OF THE EUROPEAN UNION (MARKETS IN FINANCIAL INSTRUMENTS) REGULATIONS 2017 (AS AMENDED, THE "**MIFID REGULATIONS**"), INCLUDING, WITHOUT LIMITATION, REGULATION 5 (REQUIREMENT FOR AUTHORISATION (AND CERTAIN PROVISIONS CONCERNING MTFS AND OTFS)) THEREOF, AND THE PROVISIONS OF THE INVESTOR COMPENSATION ACT 1998 (AS AMENDED) AND THEY WILL CONDUCT THEMSELVES IN ACCORDANCE WITH ANY CODES AND RULES OF CONDUCT AND ANY CONDITIONS AND REQUIREMENTS AND ANY OTHER ENACTMENT, IMPOSED OR APPROVED BY THE CENTRAL BANK OF IRELAND WITH RESPECT TO ANYTHING DONE BY THEM IN RELATION TO THE NOTES; (B) IT WILL NOT UNDERWRITE THE ISSUE OF, OR PLACE, THE NOTES OTHERWISE THAN IN CONFORMITY WITH THE PROVISIONS OF THE IRISH COMPANIES ACT, THE CENTRAL BANK ACTS 1942 – 2018 (AS AMENDED) AND ANY CODES OF PRACTICE MADE UNDER SECTION 117(1) OF THE CENTRAL BANK ACT 1989 (AS AMENDED), THE CENTRAL BANK (INVESTMENT MARKET CONDUCT) RULES 019 (S.I. NO. 366 OF 2019) AND ANY REGULATIONS ISSUED PURSUANT TO PART 8 OF THE CENTRAL BANK (SUPERVISION AND ENFORCEMENT) ACT 2013 (AS AMENDED); (C) IT WILL NOT UNDERWRITE THE ISSUE OF, PLACE OR OTHERWISE ACT IN IRELAND IN RESPECT OF THE, NOTES OTHERWISE THAN IN CONFORMITY WITH THE PROVISIONS OF THE MARKET ABUSE (REGULATION (EU 596/2014) (AS AMENDED), THE MARKET ABUSE DIRECTIVE ON CRIMINAL SANCTIONS FOR MARKET ABUSE (DIRECTIVE 2014/57/EU) (AS AMENDED), THE EUROPEAN (MARKET ABUSE) REGULATIONS 2016 (S.I. NO. 349 OF 2016) OF IRELAND (AS AMENDED) AND ANY RULES AND GUIDANCE ISSUED BY THE CENTRAL

BANK OF IRELAND UNDER SECTION 1370 OF THE IRISH COMPANIES ACT; (D) IT WILL NOT UNDERWRITE THE ISSUE OF, OR PLACE, OR DO ANYTHING IN IRELAND IN RESPECT OF THE NOTES OTHERWISE THAN IN CONFORMITY WITH PROVISIONS OF THE PROSPECTUS REGULATION, THE EUROPEAN UNION (PROSPECTUS) REGULATIONS 2019 (S.I. NO. 380 OF 2019) AND ANY RULES ISSUED BY THE CENTRAL BANK OF IRELAND UNDER SECTION 1363 OF THE IRISH COMPANIES ACT; AND (E) IN CONNECTION WITH OFFERS OR SALES OF NOTES, IT HAS ONLY ISSUED OR PASSED ON, AND WILL ONLY ISSUE OR PASS ON, ANY DOCUMENT RECEIVED BY IT IN CONNECTION WITH THE ISSUE OF THE NOTES TO PERSONS WHO ARE PERSONS TO WHOM THE DOCUMENTS MAY OTHERWISE LAWFULLY BE ISSUED OR PASSED ON.

THE LEAD MANAGER UNDERSTANDS THAT NOTES WILL BE ISSUED OUTSIDE OF THE REPUBLIC OF FRANCE AND MAY NOT BE PUBLICLY OFFERED IN THE REPUBLIC OF FRANCE AND THE PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES HAS NOT BEEN AND WILL NOT BE SUBMITTED TO THE VISA OF THE *AUTORITÉ DES MARCHÉS FINANCIERS*. THE LEAD MANAGER HAS REPRESENTED AND AGREED THAT IT HAS NOT OFFERED OR SOLD AND WILL NOT OFFER OR SELL, DIRECTLY OR INDIRECTLY, ANY NOTES IN THE REPUBLIC OF FRANCE, AND HAS NOT DISTRIBUTED OR CAUSED TO BE DISTRIBUTED AND WILL NOT DISTRIBUTE OR CAUSE TO BE DISTRIBUTED IN THE REPUBLIC OF FRANCE THE PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES, EXCEPT TO QUALIFIED INVESTORS (*INVESTISSEURS QUALIFIÉS*), AS DEFINED IN, AND IN ACCORDANCE WITH, ARTICLES L.411-2 AND D.411-1 TO D.411-3 OF THE CODE MONÉTAIRE ET FINANCIER, BUT EXCLUDING INDIVIDUALS REFERRED TO IN ARTICLE D.411-1 II 2.

THE LEAD MANAGER HAS REPRESENTED, WARRANTED AND AGREED THAT IT HAS NOT AND WILL NOT, OFFER OR SELL THE NOTES TO THE PUBLIC IN LUXEMBOURG, DIRECTLY OR INDIRECTLY, AND NEITHER THIS PROSPECTUS NOR ANY OFFERING CIRCULAR, FORM OF APPLICATION, ADVERTISEMENT, COMMUNICATION OR OTHER MATERIAL MAY BE DISTRIBUTED, OR OTHERWISE MADE AVAILABLE, IN OR FROM OR PUBLISHED, IN LUXEMBOURG, EXCEPT (I) FOR THE SOLE PURPOSE OF THE ADMISSION TO TRADING OF THE NOTES ON THE REGULATED MARKET AND THE LISTING OF THE NOTES ON THE OFFICIAL LIST OF THE LUXEMBOURG STOCK EXCHANGE AND (II) IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES PURSUANT TO THE PROVISIONS OF THE LAW OF 16 JULY 2019 ON PROSPECTUSES FOR SECURITIES, AS AMENDED.

THE LEAD MANAGER HAS REPRESENTED AND AGREED THAT IT HAS NOT OFFERED SOLD OR DELIVERED AND WILL NOT OFFER, SELL OR DELIVER ANY OF THE NOTES, DIRECTLY OR INDIRECTLY, THIS PROSPECTUS OR ANY OTHER OFFERING MATERIAL RELATING TO THE NOTES, IN OR FROM ANY JURISDICTION EXCEPT UNDER CIRCUMSTANCES THAT WILL TO ITS BEST KNOWLEDGE AND BELIEF 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 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 certain risks which prospective investors should consider before deciding to purchase the Notes. The risks are not exhaustive and the description of all risks may not be comprehensive; 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 by way of any arrangement of the Issuer be guaranteed by, any of the Seller, the Master Servicer (if different), any Lessor, any Sub-Servicer (if different), the Back-Up Servicer, any substitute servicer, the Account Bank, the Cash Administrator, the Security Trustee, the Data Trustee, the Principal Paying Agent, the Arranger, the Corporate Administrator, the Lead Manager, the Subordinated Loan Provider, the Common Safekeepers, 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.

Risks relating to the Issuer

Liability under the Notes, Limited Recourse

The Notes represent contractual 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 Master Servicer (if different), any Lessor, any Sub-Servicer (if different), the Back-Up Servicer, any substitute servicer, the Account Bank, the Cash Administrator, the Security Trustee, the Data Trustee, the Principal Paying Agent, the Arranger, the Corporate Administrator, the Lead Manager, the Subordinated Loan Provider, the Common Safekeepers, 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.

Prior to the occurrence of an Issuer Event of Default, all payment obligations of the Issuer under the Notes constitute exclusive obligations to pay out on each Payment Date the Available Interest Distribution Amount and the Available Principal Distribution Amount, respectively, in each case, determined prior to the Reporting Date immediately preceding such Payment Date in accordance with the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority, respectively. Upon the occurrence of an Issuer Event of Default, all payment obligations under the Notes constitute exclusively obligations to pay out the amounts credited to the Transaction Account and the Back-Up Servicing Collection Account (if applicable) and the proceeds, if available of the Note Collateral in accordance with the Post-Enforcement Order of Priority. If, following enforcement of the Note Collateral, the proceeds of such enforcement prove ultimately insufficient, after payment of all claims ranking in priority to amounts due to the Noteholders under the Notes, to pay in full all principal of and interest on and other amounts whatsoever due in respect of the Notes, any shortfall arising will be extinguished and the Noteholders will neither have any further claim against the Issuer in respect of any such amounts or any other amounts nor have recourse to any other person for the loss sustained. The enforcement of the Note Collateral by the Security Trustee is the only remedy available to the Noteholders for the purpose of recovering amounts payable in respect of the Notes. Such Note Collateral and proceeds will be deemed to be "ultimately insufficient" at such time as no further assets are available and no further proceeds can be realised therefrom to satisfy any outstanding claim of the Noteholders, and neither any further assets nor proceeds will be so available thereafter.

The Luxembourg Securitisation Law recognises non-petition and limited recourse clauses. As a consequence the rights of the parties to the Transaction Documents (other than the Corporate Administration Agreement) are limited to the assets allocated to Compartment 7 whilst the rights of the parties to the Corporate Administration Agreement are limited to the assets allocated to any of the Compartments of abc SME Lease Germany SA. The Issuer will not be obliged to make any further payments to any such party in excess of the amounts received upon the realisation of the assets allocated to Compartment 7. In case of shortfall, the claims of the Noteholders and the other creditors of the Issuer under the other Transaction Documents will be extinguished. As a matter of Luxembourg law, the holders of Notes, by acquiring the Notes, expressly accept, and will be deemed to be bound by, the provisions of the Securitisation Law and, in particular, the provisions with respect to Compartments, limited recourse, non-petition, subordination and priority of payments.

The Noteholders may be exposed to competing claims of other creditors of abc SME Lease Germany SA, the claims of which have not arisen in connection with the creation, the operation or the liquidation of Compartment 7, if foreign courts, which have jurisdiction over assets of the Issuer allocated to Compartment 7, do not recognise the segregation of assets as provided for in the Securitisation Law.

Limited Resources of the Issuer

abc SME Lease Germany SA is a Luxembourg special purpose financing entity incorporated in the form of a public limited liability company (*société anonyme*) subject to the provisions of the Securitisation Law and with respect to Compartment 7, with no business operations other than the issue of the Notes, the purchase, the financing and refinancing of the Relevant Receivables. Assets and proceeds of abc SME Lease Germany SA in respect of Compartments other than Compartment 7 will not be available for payments under the Notes. Therefore, the ability of the Issuer to meet its obligations under the Notes will depend, subject to the applicable order of priority, *inter alia*, upon receipt of:

— payments of Lease Instalments and certain other payments as part of Collections under the Relevant Receivables pursuant to the Servicing Agreement, the Receivables Purchase Agreement and if applicable, the Back-Up Servicing Agreement;

— Deemed Collections due from the Seller;

— interest (if any) earned on the balances credited to each Account (other than on any balance allocated to the Commingling Reserve Fund of the Transaction Account); and

— any other payments (if any) under the Transaction Documents in accordance with the terms thereof.

Other than the foregoing, the Issuer will have no other funds available to meet its obligations under the Notes.

Insolvency of abc SME Lease Germany SA

Although both abc SME Lease Germany SA and the Issuer will contract on a "limited recourse" basis as noted above, it cannot be excluded as a risk that the assets of abc SME Lease Germany SA (that is, the aggregate assets allocated to its Compartments plus any other assets it may possess) will become subject to insolvency proceedings.

abc SME Lease Germany SA is a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, is likely to have its centre of main interest (*centre des intérêts principaux*) (for the purposes of Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings) in Luxembourg, has its registered office in Luxembourg and is managed by its board of directors. Accordingly, insolvency proceedings with respect to abc SME Lease Germany SA would likely proceed under, and be governed by, the insolvency laws of Luxembourg. However, it cannot be excluded that a court should hold that the centre of interest of abc SME Lease Germany SA is in fact in Germany (for the purposes of Regulation No. 2015/848 as of 20 May 2015 on insolvency proceedings).

Under Luxembourg law, a company is insolvent (*en faillite*) when it is unable to meet its current liabilities and when its creditworthiness is impaired. abc SME Lease Germany SA can be declared bankrupt upon petition by a creditor of abc SME Lease Germany SA or at the initiative of the court or at the request of abc SME Lease Germany SA in accordance with the relevant provisions of Luxembourg insolvency law. If granted, the Luxembourg court will appoint a bankruptcy trustee (*curateur*) who will be obliged to take such action as he deems to be in the best interests of abc SME Lease Germany SA and of all creditors of abc SME Lease Germany SA. Certain preferred creditors of abc SME Lease Germany SA (including the Luxembourg tax authorities) may have a priority that ranks senior to the rights of the holders of the Notes in such circumstances. Other insolvency proceedings under Luxembourg law include controlled management and moratorium of payments (*gestion controlée and sursis de paiement*) of abc SME Lease Germany SA, composition proceedings (*concordat*) and judicial liquidation proceedings (*liquidation judicaire*).

In the event of such insolvency proceedings taking place, holders of Notes bear the risk of a delay in the settlement of any claims they might have against the Issuer or receiving, in respect of their claims, the residual amount following realisation of the Issuer's assets after preferred creditors have been paid, always subject to the applicable order of priority, with the result that they may lose a part of their initial investment.

Consequences of insolvency proceedings

If abc SME Lease Germany SA fails for any reason to meet its obligations or liabilities (that is, if abc SME Lease Germany SA 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 abc SME Lease Germany SA, will be entitled to make an application for the commencement of insolvency proceedings against abc SME Lease Germany SA. In that case, such creditor would, however, not have recourse to the assets of any Compartment but would have to exercise its rights on the general assets of abc SME Lease Germany SA unless its rights would arise in connection with the "creation, operation or liquidation" of a Compartment, in which case, the creditor would have recourse to the assets allocated to that Compartment but he would not have recourse to the assets of any other Compartment. Furthermore, the commencement of such proceedings may in certain conditions, entitle creditors (including the relevant counterparties) to terminate contracts with abc SME Lease Germany SA, and claim damages for any loss created by such early termination. abc SME Lease Germany SA 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 abc SME Lease Germany SA. Legal proceedings initiated against abc SME Lease Germany SA in breach of these provisions will, in principle, be declared inadmissible by a Luxembourg court.

Risks relating to the Notes

Subordination

The Issuer's obligations to make payments of principal of and interest on the Class C Notes are subordinated to the Issuer's obligations to make payments of principal of and interest on the Class A Notes and the Class B Notes in accordance with the Terms and Conditions. The Issuer's obligations to make payments of principal of and interest on the Class B Notes are subordinated to the Issuer's obligations to make payments of principal of and interest on the Class A Notes in accordance with the Terms and Conditions. As a consequence of their subordination in the applicable order of priority, the Class C Notes, and to a lesser extent, the Class B Notes may receive their respective payments of principal and interest due and payable to them on a later Payment Date than the Class A Notes, and in the case of the Class C Notes, than the Class B Notes, see "CREDIT STRUCTURE — Pre-Enforcement Interest Order Priority" and "— Pre-Enforcement Principal Order of Priority", "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Pre-Enforcement Interest Order Priority" and "— Pre-Enforcement Principal Order of Priority", and "THE MAIN PROVISIONS OF THE TRUST AGREEMENT — Post-Enforcement Order of Priority".

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 Relevant Receivables and the price paid by the Noteholder for such Note.

On any Payment Date on which the Aggregate Outstanding Nominal Amount of the Relevant Receivables, net of the aggregate Outstanding Nominal Amounts of the Defaulted Receivables, in each case, as of the Cut-Off Date prior to such Payment Date has been reduced to less than 15 % of the aggregate Outstanding Nominal Amounts of the Relevant Receivables as of the Cut-Off Date prior to the Payment Date during the Replenishment Period and on any Payment Date on which all Notes held by Noteholders which are neither the Seller nor any Affiliate of the Seller have been fully redeemed the Seller may, subject to certain conditions, repurchase all Relevant Receivables (together with any Related Collateral) which have not been sold to a third party and the proceeds from such repurchase shall constitute Collections and the payments of interest and principal in accordance with the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority, respectively, on such Payment Date will lead to an early redemption of the Notes (see Condition 7.5 (*Early Redemption*) of the Terms and Conditions of the Notes). This may adversely affect the yield on each Class of Notes.

In addition, the Issuer may, subject to certain conditions, redeem all of the Notes if under applicable law the Issuer is required to make a deduction or withholding for or on account of tax (see Condition 7.6 (*Optional Redemption for Taxation Reasons*) of the Terms and Conditions of the Notes). This may adversely affect the yield on each Class of Notes.

Conflicts of Interest

abcbank GmbH is acting in a number of capacities in connection with this transaction. abcbank 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. abcbank 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 therefor in connection with this transaction.

The Master Servicer may hold and/or service claims against the Lessees other than in respect of the Relevant Receivables. The interests or obligations of the Master Servicer in its respective capacities with respect to such other claims may in certain aspects conflict with the interests of the Noteholders. In addition, abcbank GmbH acquires receivables other than the Relevant Receivables from the Sub-Servicers as part of the forfaiting process not related to this transaction. The interests or obligations of the Master Servicer relating to such acquisition and servicing may in certain aspects conflict with the interests of the Noteholders.

Each of abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH, ETL Finance GmbH & Co.KG and Schneidereit Finance GmbH in their capacities as Sub-Servicers may hold and/service claims against the Lessees other than in respect of the Relevant Receivables. The interests or obligations of each Sub-Servicer with respect to such other claims may in certain aspects conflict with the interests of the Noteholders. In addition, each of abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH, ETL Finance GmbH & Co.KG and Schneidereit Finance GmbH sells receivables other than the Relevant Receivables from the Sub-Servicers as part of the forfaiting process not related to this transaction. The interests or obligations of such Sub-Servicer relating to such acquisition and servicing may in certain aspects conflict with the interests of the Noteholders.

Circumference FS (Luxembourg) SA is acting in a number of capacities in connection with this transaction. Circumference FS (Luxembourg) SA 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) SA, 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 therefor in connection with this transaction.

The Bank of New York Mellon and its affiliates are acting in a number of capacities in connection with this transaction. The Bank of New York Mellon 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. The Bank of New York Mellon, 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 therefor in connection with this transaction.

abc SME Lease Germany SA in respect of Compartments other than Compartment 7 may enter into other business dealings from which it may derive revenues and profits without any duty to account therefor in connection with this transaction.

The Data Trustee, the Security Trustee, the Account Bank, the Cash Administrator, the Principal Paying Agent, the Lead Manager, the Arranger and the Corporate Administrator may engage in commercial relationships, in particular, be lenders, provide investment banking and other financial services to the Lessees, abc SME Lease Germany SA (in respect of Compartments other than Compartment 7) and other parties. In such relationships the Data Trustee, the Security Trustee, the Account Bank, the Cash Administrator, the Principal Paying Agent, the Lead Manager, the Arranger and the Corporate Administrator are not obliged to take into account the interests of the Noteholders. Accordingly, conflicts of interest may arise in this transaction.

Risk of Absence of Secondary Market Liquidity and Market Value of Notes

Although application has been made to admit 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, there is currently no secondary market for the Notes. Even if the Lead Manager could establish a secondary market for the Notes, it is not obliged to do so and any market activity which existed in the past can be terminated at any time without prior notice. If there is no market activity (namely, bids and offers) by the Lead Manager, it is unlikely that a liquid secondary market will be established. In view of these factors, there can be no assurance that a secondary market for the Notes will develop or that a market will develop for all Classes of Notes or, if it develops, that it will provide Noteholders with liquidity of investment, or that it will continue for the whole life of the Notes. Further, the secondary markets for asset-backed securities are currently experiencing severe disruptions resulting from reduced investor demand for asset-backed securities and increased investor yield requirements for those securities. As a result, the secondary market for asset-backed securities is experiencing extremely limited liquidity. These conditions may continue or worsen in the future. Limited liquidity in the secondary market for asset-backed securities has had a severe adverse effect on the market value of asset-backed securities. Limited liquidity in the secondary market may continue to have a severe 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. Consequently, any purchaser of the Notes must be prepared to hold such Notes for an indefinite period of time or until final redemption or maturity of such Notes. The market values of the Notes are likely to fluctuate. Any such fluctuation may be significant and could result in significant losses to investors in the Notes. In addition, the forced sale into the market of asset-backed securities held by structured investment vehicles, hedge funds, issuers of collateralised debt obligations and other similar entities that are currently experiencing funding difficulties could adversely affect an investor's ability to sell, and/or the price an investor receives for, the Notes in the secondary market.

Limited Availability of the Liquidity Reserve Fund in respect of Principal due on the Notes

Prior to the occurrence of an Issuer Event of Default and prior to the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), in the event of shortfalls in respect of principal under the Relevant Receivables, amounts may be drawn from the Liquidity Reserve Fund to reduce shortfalls resulting from Defaulted Receivables constituting Principal Deficiency on the Class A Notes and the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority but only if and to the extent that the balance credited to the Liquidity Reserve Fund exceeds the Required Liquidity Reserve Amount. However, such excess amounts from the Liquidity Reserve Fund are not available to provide coverage against shortfalls in the payment of principal of the Notes as a result of certain Relevant Receivables becoming otherwise overdue.

Prior to the occurrence of an Issuer Event of Default but only on the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), in the event of shortfalls in respect of principal under the Relevant Receivables, amounts may be drawn from the Liquidity Reserve Fund to reduce shortfalls resulting from Defaulted Receivables constituting Principal Deficiency on the Notes in accordance with the Pre-Enforcement Interest Order of Priority. However, such excess amounts from the Liquidity Reserve Fund are not available to provide coverage against shortfalls in the payment of principal of the Notes as a result of certain Relevant Receivables becoming otherwise overdue.

Limited availability of Subordinated Loans

After the Note Issuance Date, the Issuer will not be entitled to any further drawings under the Liquidity Reserve Fund Subordinated Loan to fill or re-fill the Liquidity Reserve Fund up to the Required Liquidity Reserve Fund or otherwise to make payments in respect of principal or interest on the Notes. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement".

Ratings of the Class A Notes

Each rating assigned to the Class A Notes by any Rating Agency takes into consideration the structural, legal, tax and Issuer-related aspects associated with the Class A Notes and the underlying Relevant Receivables, the credit quality of the Relevant Receivables and the Related Collateral, the extent to which the Lessees' payments under the Relevant Receivables are adequate to make the payments required under the Class A Notes as well as other relevant features of the structure, including, *inter alia*, the credit situation of the Account Bank, the Seller and the Master Servicer and each Lessor in its capacity as Sub-Servicer. Each Rating Agency's rating reflects only the view of that Rating Agency. Each rating assigned to the Class A Notes addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on the Class A Notes on each Payment Date and the ultimate payment of principal on the Legal Redemption Date of the Class A Notes. In particular, the ratings assigned by Fitch to the Class A Notes addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on the Class A Notes on each Payment Date and the ultimate payment of principal on the Legal Redemption Date and takes into consideration the characteristics of the Relevant Receivables and the structural, legal, tax and Issuer-related aspects associated with the Class A Notes.

The Issuer has not requested a rating of the Class A Notes by any rating agency other than the Rating Agencies and has not requested a rating of the Unrated Notes by any rating agency. However, rating organisations other than the Rating Agencies may seek to rate the Class A Notes or the Unrated Notes and, if such "shadow ratings" or "unsolicited ratings" are lower than the comparable ratings assigned to the Class A Notes by the Rating Agencies, such shadow or unsolicited ratings could have an adverse effect on the value of the Class A Notes and of the Unrated Notes. Future events, including events affecting the Account Bank, the Seller or the Master Servicer could also have an adverse effect on the ratings of the Class A Notes. Such risk, however, is partly mitigated, as the Account Bank has to be replaced by another eligible third party with the required ratings if it ceases to be a suitably rated bank, as provided in the Accounts Agreement, which will have an adverse effect on the ratings of the Class A Notes.

A rating in respect of certain securities is not a recommendation to buy, sell or hold such securities and may be subject to revision or withdrawal at any time by the relevant rating organisation. The ratings assigned to the Class A Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that the ratings of the Class A Notes 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 Class A 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 Class A Notes.

Each of the Rating Agencies is established in the European Community. According to the press release of the European Securities Markets Authority (ESMA) dated 31 October 2011 and the list of registered and certified rating agencies ("**List of Registered CRA's**") published by the European Securities and Markets Authority (ESMA), Fitch and 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, as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 and as further amended by Regulation (EU) No. 462/2013 of the European Parliament and of the Council of 21 May 2013 and Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014 and Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 ("**CRA3**"). The latest update of the List of Registered CRA's is available on the website of the European Securities and Markets Authority (ESMA) under www.esma.europa.eu/page/List-registered-and-certified-CRAs.

Article 8b of the CRA3 provides for certain additional disclosure requirements in relation to structured finance transactions. Such disclosures need to be made via a website to be set up by the European Securities and Markets Authority (ESMA). Even though CRA3 is already in effect since 20 June 2013, the precise scope and manner of such disclosure will be subject to regulatory technical standards (the "**CRA3 RTS**") prepared by the European Securities Markets Authority (ESMA). On 30 September 2014, the European Commission adopted three CRA3 RTS to implement provisions of the CRA3. The CRA3 RTS specify (i) the information that the issuer, originator and sponsor of a structured finance instrument established in the European Union must jointly disclose on the ESMA website, (ii) the frequency with which this information is to be updated and (iii) the presentation of this information by means of standardised disclosure templates. The disclosure obligations apply since 1 January 2017. The European Securities and Markets Authority (ESMA) has issued technical instructions which are available to reporting entities on its website. Any structured finance instrument issued since 26 January 2015 (when the regulatory technical standards came into effect) which are still outstanding on 1 January 2017 will be subject to these disclosure requirements for the remaining period. Pursuant to Article 40(5) of the Securitisation Regulation, Article 8b of the CRA3 was repealed with effect from 1 January 2019 so that Article 7 of the Securitisation Regulation now sets out the disclosure requirements. However, in a joint statement of 20 November 2018, the European Securities Markets Authority (ESMA), the European Banking Authority (EBA) and the European Insurance and Occupational Pensions Authority informed that the transitional provisions of Article 43(8) of the Securitisation Regulation will apply with respect to the underlying exposure and investor reporting obligations under Article 7(1)(a) and (e) of the Securitisation Regulation and that CRA3 templates (Annexes I to VIII of Delegated Regulation (EU) 2015/3) will apply until new the European Securities Markets Authority (ESMA) disclosure templates are adopted by the European Commission pursuant to Article 7(3) of the Securitisation Regulation. These templates have been adopted by the European Commission, were published on 3 September 2020 in the Official Journal of the European Union and apply as from and including 23 September 2020.

Additionally, CRA3 has introduced a requirement under Article 8d of the CRA3 that issuers or related third parties of structured finance instruments solicit two independent ratings for their obligations and should consider appointing at least one rating agency having less than a 10 % market share in the European Union. According to the latest available market share of credit rating agencies calculation of the European Securities and Markets Authority (ESMA) of 18 December 2018 Fitch has a market share exceeding 10 % of the total market share in the European Union and DBRS has a market share which is less than 10 % of the total market share in the European Union.

In any event, the Corporate Administrator has undertaken in the Corporate Administration Agreement to provide the Issuer with such services necessary to procure that the Issuer complies with any obligations imposed on it by virtue of any law or regulation applicable on it at any time, including, without limitation, any reporting obligation pursuant to Articles 7 and 43(8) of the Securitisation Regulation.

Investors should consult their legal advisers as to the applicability of CRA3 and the Securitisation Regulation, and the consequences resulting therefrom, in respect of their investment in the Notes.

Non-Existence of Relevant Receivables

The Issuer retains the ability to bring indemnification claims against the Seller but no other person against the risk that the Relevant Receivables do not exist or cease to exist without encumbrance (*Bestands- und Veritätshaftung*) in accordance with the Receivables Purchase Agreement. If any Lease Agreement relating to a Relevant Receivable proves not to have been legally valid as of the Purchase Date, the Seller will be obliged to pay to the Issuer a Deemed Collection in an amount equal to the Outstanding Nominal Amount of such Relevant Receivable (or the affected portion thereof) pursuant to the Receivables Purchase Agreement. However, there is no guarantee by the Issuer nor by any other party that the Seller will be able to make such payment.

Economic conditions in the Euro-zone

Concerns relating to credit risks (including that of sovereigns and those of entities which are exposed to sovereigns) have intensified over the past few years. In particular, concerns have been raised with respect to current economic, monetary and political conditions in the Euro-zone (including, any break-up of the Euro-zone). Such conditions may adversely affect one or more of the parties to any Transaction Document (including the Seller and the Master Servicer) in fulfilling its respective obligations under the Transaction Documents and the ability of any Lessee to pay Lease Instalments of the Relevant Receivables owed by it. No assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Adverse Economic Conditions and Market Volatility due to Covid-19 Pandemic

A novel coronavirus (SARS-CoV-2) and related respiratory disease ("**Covid-19**") recently emerged in China and has spread to most other countries throughout the world, affecting in particular, most European countries (including Germany). This outbreak of Covid-19 together with any measures aimed at mitigating a further expansion thereof, such as restrictions on travel, imposition of quarantines, prolonged closures of workplaces, or curfews or other social distancing measures, has already caused significant deterioration in the economies of some affected countries (including Germany) and a worldwide reduction in market growth and may have a further material adverse effect on the global economy and international financial markets in general and in Germany where the Seller and the Lessors operate in particular. The implications of such outbreaks of Covid-19 depend on a number of factors, such as the duration and spread of the respective outbreak as well as the timing, suitability and effectiveness of measures imposed by government authorities, the availability of resources, including human, material, infrastructure and financial (e.g., governmental stimulus packages and/or measures introduced by central banks) required to implement effective responses to the respective situation at the international, national and regional level as well as the level of civil compliance with such measures. There is no guarantee that such measures, or a combination thereof, are effective means to combat such an outbreak and the implications resulting therefrom, which may result in an increase of credit risk, liquidity risk and operational risk for the abcfinance group and, ultimately, may adversely affect abcfinance group's results of operations and prospects.

Additionally the current situation of implemented lockdowns in some areas and the closure of non-essential businesses and other containment measures imposed by government authorities could lead to a negative impact on the Lessors' new business volumes because the businesses of the Lessors are focused on small and medium-sized companies in Germany ("**SME**"). Many SME are unable to operate their business due to the Covid-19 restrictions and as a consequence, their existence and their capacity to make payments are at risk. The described effects on new business and the payment behaviour of the lessees could have a considerable impact on the future liquidity and earnings situation of abcfinance group.

Furthermore, this outbreak of Covid-19 and any future outbreaks could have a further adverse impact on the global economy in general, including volatility in or disruption of the credit markets, which could have a material adverse impact on the ability on the secondary trading market for the Notes. It is impossible to determine the scope or duration of this Covid-19 outbreak and any future outbreaks or the impact on the Notes at this time.

Negative impact of Covid-19 Pandemic on Relevant Receivables

In the context of the Covid-19 pandemic, the German legal framework for small businesses has been changed. The law on mitigating the consequences of the Covid-19 pandemic in civil law, insolvency law and criminal procedural law (*Gesetz zur Abmilderung der Folgen der COVID 19-Pandemie im Zivil-, Insolvenz und Strafverfahrensrecht*, the "**Covid-19 Legislation**") entered into force on 1 April 2020 and introduced special provisions in Article 240 of the introductory code to the German Civil Code (*EGBGB*) for a limited period of time. In particular, lessees qualifying as very small business enterprises (*Kleinstunternehmen*) pursuant to the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (2003/361 EC) who entered into a lease agreement before 8 March 2020 were entitled under certain circumstances to suspend payments of, *inter alia*, lease instalments until 30 June 2020 if they were, due to the consequences of the Covid-19 pandemic, not able to fulfil their obligations or would jeopardise the economic basis of their businesses if they would fulfil their obligations.

Although the above-mentioned suspension right has ceased to apply on 30 June 2020, the Covid-19 Legislation might still affect the timing of payments in respect of lease instalments received by the Issuer. This may result in the Issuer not receiving Collections to make timely payments under the Notes. This risk is mitigated by excluding Receivables with respect to which the respective lessees asserted their rights to suspend payments in full or in part pursuant to the Covid-19 Legislation. Receivables which were at any time or are subject to such suspension, are not eligible and will not become Relevant Receivables.

Further, the impact of Covid-19 on the economic situation of the Lessees may cause an increase in defaults under the Lease Agreements. Consequently, the Issuer might not have sufficient funds to pay interest or even to repay the Notes in full.

Market Value of Lease Objects of Relevant Receivables

There is no assurance that the present value of the Lease Objects to which the Relevant Receivables relate will at any time be equal or greater than the principal amount outstanding of the Notes. Title to the Lease Objects is not transferred as security for the payment of the Relevant Receivables to the Issuer, but title to the Lease Objects is transferred solely to secure the obligations of the Seller under the Receivables Purchase Agreement, the Servicing Agreement and the Data Trust Agreement, see "LEGAL STRUCTURE OF THE TRANSACTION".

Resolutions of Noteholders

The Notes provide for resolutions of Noteholders of any Class to be passed by vote taken without meetings. Each Noteholder is subject to the risk of being outvoted. As resolutions properly adopted are binding on all Noteholders of such Class, certain rights of such Noteholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Noteholders' Representative

If the Noteholders of any Class appoint a Noteholders' representative by a majority resolution of the Noteholders, it is possible that a Noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Noteholders' representative who is then exclusively responsible to claim and enforce the rights of all the Noteholders of such Class.

Eurosystem eligibility

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Global Notes representing the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream Luxembourg as Common Safekeeper for the Class A Notes under the new global note structure (NGN) 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, *inter alia*, depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline of the European Central Bank of 20 September 2011 on monetary policy instruments and procedure of the (recast) Eurosystem (ECB/2011/14), as amended from time to time and, as from 1 May 2015, in the Guideline (EU) 2015/510 of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) as amended by the Guideline (EU) 2017/1362 of the European Central Bank of 18 May 2017 and as further amended and applicable from time to time.

In addition, on 15 December 2010 the Governing Council of the European Central Bank decided on the establishment of loan-by-loan information requirements for asset-backed securities in the Eurosystem collateral framework. On 28 November 2012, in the Guideline of the European Central Bank of 26 November 2012 amending Guideline ECB/2011/14 on monetary policy instruments and procedures of the Eurosystem (ECB/2012/25), the European Central Bank laid down the reporting requirements related to the loan-level data for asset-backed securities. The leasing asset-backed securities template was published on 18 January 2013 and was last updated on 20 September 2013. The loan-by-loan information requirements for using asset-backed security where the cash flow generating assets comprise auto loans, consumer finance loans, or lease receivables, the loan-by-loan information requirements apply since 1 January 2014, with a nine-month transition period which ended on 30 September 2014. Non-compliance with the provision of loan-level data will lead to suspension of or refusal to grant eligibility to the asset-backed security transaction in question. If the Class A Notes do not satisfy the criteria specified by the European Central Bank, or if the Issuer fails to submit the required loan-level data, there is a risk that the Class A Notes will not be Eurosystem eligible collateral. Neither the Issuer, the Lead Manager nor the 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.

Risk of non-compliance with the Securitisation Regulation

The following should be read in conjunction with "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS — Securitisation Regulation and Simple, Transparent and Standardised Securitisations" below.

On 30 September 2015 the European Commission adopted two legislative proposals in relation to securitisations which the European Parliament adopted on 12 December 2017. One of the legislative proposals includes the CRR Amendment Regulation (see "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS — Securitisation Regulation and Simple, Transparent and Standardised Securitisations"). The second adopted legislative proposal is a securitisation regulation (the "**Securitisation Regulation**") which includes due diligence, risk retention and transparency rules to be adhered to by institutional investors and the criteria (the "**STS Criteria**") for so-called "Simple, Transparent and Standardised" ("**STS**") securitisations which aims to distinguish between STS and other securitisation transactions. The Securitisation Regulation applies to all securitisations in the European Union from 1 January 2019, subject to certain grandfathering provisions.

If a securitisation transaction is to be classified as a "STS" securitisation, the STS Criteria set out in Articles 20, 21 and 22 of the Securitisation Regulation must be implemented and satisfied. This is particularly important as the implementation of the STS Criteria is a prerequisite for the application of a preferential risk weight under the amended capital framework and in light of the severe sanctions imposed by the Securitisation Regulation for negligent or intentional infringement of the STS Criteria.

Although the Transaction has been structured to comply with the STS Criteria, the Seller has provided the European Securities Markets Authority (ESMA) with a STS notification in respect of the Transaction pursuant to Article 27 of the Securitisation Regulation and the Transaction has been verified by STS Verification International GmbH as satisfying the STS Requirements, there remains considerable uncertainty in how the applicable STS Criteria are to be interpreted and applied as the Securitisation Regulation has only very recently entered into force and some of the regulatory and implementing technical standards have only been published but not yet adopted by the European Commission as of the date hereof. Even though STS Verification International GmbH verifies and confirms that the securitisation complies with the STS Requirements, investors are advised that such verification does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. See "— Risks from Reliance on Verification "verified — STS VERIFICATION INTERNATIONAL" by STS Verification International GmbH". Institutional investors, may however, to an appropriate extent, rely on the STS notification made by the Seller on whether the STS Requirements have been complied with in respect of the Transaction.

Furthermore, the STS status of the Transaction is not static and there is no guarantee that the Transaction will remain compliant with the STS Criteria throughout its lifetime. Noteholders and potential investors should verify the current status of the transaction on the website of the European Securities and Markets Authority (ESMA).

If any of the situations listed in Article 32 No. 1 of the Securitisation Regulation arises, including, without limitation, a misleading STS notification pursuant to Article 27 (1) of the Securitisation Regulation is provided, such non-compliance could result in various administrative sanctions and/or remedial measures being imposed pursuant to Articles 32 and 33 of the Securitisation Regulation and such sanctions may be payable or reimbursable by the Issuer. The administrative sanctions could include very severe administrative pecuniary sanctions of at least EUR 5 million, of up to 10 % of the total annual net turnover or of at least twice the amounts of the benefit derived from the infringement where that benefit can be determined. The Transaction has not been structured to take any such administrative sanctions into account. Should the Issuer become obliged to pay or reimburse for the payment of any of such administrative sanctions and/or remedial measures, this may adversely affect the ability of the Issuer to make payments due under the Notes.

In addition if the Transaction is classified as not complying with the STS Criteria by the relevant competent authorities, investors in the Notes would not benefit from the preferential risk-weighting treatment set out in Articles 260, 262 and 264 of the CRR, resulting in possible higher capital requirements for such investors.

The CRR Amendment Regulation and the Securitisation Regulation have changed the capital charges associated with an investment in the Notes for credit institutions and investment firms as from 1 January 2019. All prospective investors and Noteholders should consult their professional advisers in relation to the capital charges associated in their investment in the Notes and carefully monitor and consider such capital charges.

Risk Retention and Due Diligence Requirements in the European Union

The following should be read in conjunction with "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS — Risk Retention and Due Diligence Requirements in the European Union" and "— U.S. Risk Retention" below.

Pursuant to Article 5(1)(c) of the Securitisation Regulation an institutional investor (as defined in Article 2(12) therein), other than when acting as an originator, a sponsor or original lender, may hold the credit risk of a securitisation position in its trading book or non-trading book only if the originator, sponsor or original lender of such securitisation position has explicitly disclosed in accordance with Article 7 of the Securitisation Regulation that it will retain, on an ongoing basis, a material net economic interest in the securitised exposures of not less than 5 per cent. in accordance with Article 6(1) of the Securitisation Regulation. The originator, the sponsor or original lender is directly obliged under Article 6 of the Securitisation Regulation to retain such risk. Under Article 6(3)(d) of the Securitisation Regulation, a net economic interest may be retained, *inter alia*, by way of retention of a first loss tranche and, if necessary, of other tranches having the same or a more severe risk profile than the tranches transferred or sold to investors and not maturing any earlier than the tranches or transferred or sold to the investors, so that the retention equals in total no less than 5 % of the aggregate nominal value of the securitised exposures.

The requirements concerning the retention of a material net economic interests and other requirements related to exposures to securitisations have been specified in greater detail in the final draft of a regulatory technical standard (the "**STS Net Retention RTS**") prepared by the European Banking Authority (EBA) pursuant to Article 6(7) of the Securitisation Regulation. Although the final draft of the STS Net Retention RTS was published on 31 July 2018, it still has to be adopted by the European Commission and is not yet applicable as of the date hereof. Before investing in the Notes and during the life of the Transaction, institutional investors are obliged under Article 5 of the Securitisation Regulation to analyse, understand and stress test their securitisation positions and monitor on an ongoing basis in a timely manner performance information on the exposures underlying their securitisation positions. In particular, according to Article 5 of the Securitisation Regulation, institutional investors should consider the risk characteristics of their securitisation positions and of the underlying exposures, analyse all the structural features of the Transaction that can materially impact the performance of the securitisation position, and compliance with the STS Requirements. Pursuant to Article 5(1)(e) of the Securitisation Regulation, institutional investors are now also obliged to verify that all information (including the STS notification, where applicable) required to be disclosed has been disclosed, even where not relevant for diligence procedures. Institutional investors may, to an appropriate extent, rely on the STS notification made by the Seller on the compliance with the STS Requirements in accordance with Article 27 of the Securitisation Regulation. Even if STS Verification International GmbH verifies and confirms that the securitisation complies with the STS Requirements, investors are advised that such verification does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. See "— Risks from Reliance on Verification "verified – STS VERIFICATION INTERNATIONAL" by STS Verification International GmbH".

However, non-compliance with the due diligence obligations set out in Article 5 of the Securitisation Regulation on the part of an institutional investor may result in additional risk weights under the CRR, as elaborated in "Regulatory Requirements for Investor Institutions — Risk Retention and Due Diligence Requirements in the European Union".

With a view to support compliance with Article 7 of the Securitisation Regulation and Article 52 (g) of the AIFMR after the Note Issuance Date, abcbank GmbH (in its capacity as Master Servicer) will prepare monthly Investor Reports wherein relevant information with regard to the Relevant Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller and additional information reasonably required under Article 7 of the Securitisation Regulation available to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and upon request, potential investors, on the website of European Data Warehouse (www.eurodw.eu) as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation. The website of European Data Warehouse neither forms part this Prospectus nor has it been scrutinised nor approved by the Luxembourg financial sector regulator (*Commission de Surveillance du Secteur Financier*), as competent authority under the Prospectus Regulation. Disclaimers may be posted with respect to the information posted thereon. Such website will comply with the requirements set out in Article 7(2) of the Securitisation Regulation. However, there is no assurance that the information provided in the Investor Reports, the retention overviews and such additional information or any reference to the Seller's retention of net economic risk in this Prospectus constitutes sufficient disclosure by the Seller in view of adequately supporting the due diligence investigation on the part of the Noteholders for the purposes of Articles 5 and 6 of the Securitisation Regulation.

With respect to the commitment of the Seller to retain for the life of the transaction a material net economic interest in the securitisation as contemplated by Article 6 of the Securitisation Regulation, the Seller will – pursuant to Article 6(3)(d) of the Securitisation Regulation – retain, on an ongoing basis until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date, Class C Notes in an aggregate principal amount equal to at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Relevant Receivables) as of the Note Issuance Date (the "**Retained Class C Notes**"). The Seller will purchase and acquire the Retained Class C Notes indirectly from the Issuer. Pursuant to the Subscription Agreement, the Seller undertakes to retain the Retained Class C Notes and not to sell and/or transfer them (whether in full or in part) to any third party until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date. The Seller has prepared a table as set out under "DESCRIPTION OF THE POOL" in order to demonstrate that it complies with Article 6 of the Securitisation Regulation. The Retained Class C Notes will have the characteristics set out in the table titled "Retention according to Article 6 of the Securitisation Regulation".

The outstanding balance of the retained exposures may be reduced over time by, *inter alia*, amortisation, allocation of losses or defaults on the Retained Class C Notes. The monthly Investor Reports will also set out monthly confirmation as to the Seller's continued holding of the original retained exposures. There is no assurance that any reference to the Seller's retention of net economic risk in this Prospectus constitutes sufficient disclosure by the Seller in view of adequately supporting the due diligence investigation on the part of the Noteholders for the purposes of Article 5 of the Securitisation Regulation. Non-compliance of the Seller with Articles 5 and 7 of the Securitisation Regulation may also result in additional risk weight and hence negatively affect the price received for, and/or the ability of the Noteholders to sell the Notes in the secondary market.

Each prospective investor and Noteholder is required to independently assess and determine the sufficiency of the information described in this Prospectus for the purposes of complying with the applicable Risk Retention and Due Diligence Rules (as defined in "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS —— Risk

Retention and Due Diligence Requirements in the European Union"), in particular, with each of Articles 5 and 6 of the Securitisation Regulation, and any corresponding national measures which may be relevant. Neither the Issuer, the Seller, the Master Servicer, any Lessor, any Sub-Servicer, the Arranger, the Lead Manager nor any other party to the Transaction Documents gives any representation or assurance that such information is sufficient in all circumstances for such purposes. In addition, if and to the extent the Risk Retention and Due Diligence Rules are relevant to any prospective investor and Noteholder, such prospective investor and Noteholder should ensure that it complies with the Risk Retention and Due Diligence Rules in its relevant jurisdiction. Whilst the Securitisation Regulation does not explicitly state to what extent the due diligence required of an institutional investor includes ensuring that the originator, sponsor and securitisation special purpose entity have complied with their respective own due diligence requirements, each prospective Noteholder should satisfy its own due diligence requirements. Prospective Noteholders who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

Risk of Losses on the Relevant Receivables

There is no assurance that the Class A Noteholders will receive for each Class A Note the total initial Note Principal Amount plus interest as stated in the Terms and Conditions nor that the distributions and, after the expiration of the Replenishment Period, the amortisations which are made will correspond to the monthly payments originally agreed upon between the Lessor and the Lessees in the underlying Lease Agreements. The risk to the Class A Noteholders that they will not receive the maximum amount due to them under the Class A Notes as stated in the Terms and Conditions is mitigated by the subordination of the Class B Notes and the Class C Notes to the Class A Notes as well as the amount credited to the Liquidity Reserve Fund which will be available on any Payment Date to meet certain obligations of the Issuer including its obligation to pay interest on the Class A Notes in accordance with the Pre-Enforcement Interest Order of Priority and its obligation to pay principal on the Class A Notes on the final Payment Date by way of credit to any Principal Deficiency on the Class A Notes in accordance with the Pre-Enforcement Interest Order of Priority, the latter also on any prior Payment Date if and to the extent that the balance credited to the Liquidity Reserve Fund exceeds the Required Liquidity Reserve Amount. This risk is also mitigated by the amount credited to reduce any Principal Deficiency on the Class A Notes in accordance with the Pre-Enforcement Interest Order of Priority. The risk could be further mitigated by the balance credited to the Commingling Reserve Fund (if any) which may be available on any Payment Date following the occurrence and continuance of the Commingling Reserve Event to meet the obligations of the Issuer to pay interest on and principal of the Class A Notes in accordance with the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority (as applicable), but only in the event that a Commingling Reserve Fund Subordinated Loan is made to the Issuer pursuant to the subordinated loan facility granted under the Subordinated Loan Agreement. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and is expected that such balance will remain zero throughout the life of the Notes. The Subordinated Loan Provider is not obliged under any circumstances to grant a Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date under the Subordinated Loan Agreement. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement" and "—– Negative impact of Covid-19 Pandemic on Relevant Receivables" above.

There is no assurance that the Class B Noteholders will receive for each Class B Note the total initial Note Principal Amount plus interest as stated in the Terms and Conditions nor that the distributions and, after the expiration of the Replenishment Period, the amortisations which are made will correspond to the monthly payments originally agreed upon between the relevant Lessor and the Lessees in the underlying Lease Agreements to which such Lessor is a party. The risk to the Class B Noteholders that they will not receive the maximum amount due to them under the Class B Notes as stated in the Terms and Conditions is mitigated by the subordination of the Class C Notes to the Class B Notes as well as the amount credited to the Liquidity Reserve Fund which will be available on any Payment Date to meet certain obligations of the Issuer including its obligation to pay interest on the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority and its obligation to pay principal on the Class B Notes on the final Payment Date by way of credit to any Principal Deficiency on the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority, the latter also on any prior Payment Date if and to the extent that the balance credited to the Liquidity Reserve Fund exceeds the Required Liquidity Reserve Amount. This risk is also mitigated by the amount credited to reduce any Principal Deficiency on the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority. The risk could be further mitigated by the balance credited to the Commingling Reserve Fund (if any) which may be available on any Payment Date following the occurrence and continuance of the Commingling Reserve Event to meet the obligations of the Issuer to pay interest on and principal of the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority (as applicable) but only in the event that a

Commingling Reserve Fund Subordinated Loan is made to the Issuer pursuant to the subordinated loan facility granted under the Subordinated Loan Agreement. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Subordinated Loan Provider is not obliged under any circumstances to grant a Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date under the Subordinated Loan Agreement. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement" and "—– Negative impact of Covid-19 Pandemic on Relevant Receivables″ above.

There is no assurance that the Class C Noteholders will receive for each Class C Note the total initial Note Principal Amount plus interest as stated in the Terms and Conditions nor that the distributions and, after the expiration of the Replenishment Period, the amortisations which are made will correspond to the monthly payments originally agreed upon between the relevant Lessor and the Lessees in the underlying Lease Agreements to which such Lessor is a party. This risk is mitigated by the amount credited to reduce any Principal Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority. The risk to the Class C Noteholders that they will not receive the maximum amount due to them under the Class C Notes as stated in the Terms and Conditions is mitigated by the amount credited to the Liquidity Reserve Fund which will be available on any Payment Date to meet certain obligations of the Issuer including its obligation to pay principal on the Class C Notes on the final Payment Date by way of credit to any Principal Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority. The risk could be further mitigated by the balance credited to the Commingling Reserve Fund (if any) which may be available on any Payment Date following the occurrence and continuance of the Commingling Reserve Event to meet the obligations of the Issuer to pay interest on and principal of the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority (as applicable) but only in the event that a Commingling Reserve Fund Subordinated Loan is made to the Issuer pursuant to the subordinated loan facility granted under the Subordinated Loan Agreement. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Subordinated Loan Provider is not obliged under any circumstances to grant the Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date under the Subordinated Loan Agreement. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement" and "—– Negative impact of Covid-19 Pandemic on Relevant Receivables″ above.

Reliance on Representations and Warranties

If any Relevant Receivables in the Pool do not correspond, in whole or in part, to the representations and warranties made by the Seller in the Receivables Purchase Agreement, the Issuer has certain rights of recourse against the Seller. These rights are not collateralised with respect to such Seller except that the related Lease Objects have been transferred for security purposes (*Sicherungsübereignung*) to secure the existence and validity of such Relevant Receivables (*Bestands- und Veritätshaftung*). In case of a breach of certain representations and warranties, the relevant Seller will be required to pay Deemed Collections to the Issuer (see items A (ii) through (v), (vii) and (x) of the definition of Deemed Collection under "CERTAIN DEFINITIONS — Deemed Collection" and "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption —Amortisation"). Consequently, a risk of loss exists in the event that such representation or warranty is breached. This could potentially cause the Issuer to default under the Notes.

Reliance on Administration and Collection Procedures

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

Accordingly, the Noteholders are, in respect of the amount of Collections available to be paid as principal and interest on the Notes in accordance with the applicable order of priority, relying on the business judgement and practices of the Master Servicer and any agents appointed by the Master Servicer, including, without limitation, each Lessor in its capacity as Sub-Servicer, when enforcing claims against the relevant Lessees, including taking decisions with respect to enforcement in respect of the Relevant Receivables and the Related Collateral. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement" and "CREDIT AND COLLECTION POLICIES".

Replacement of the Master Servicer

If the appointment of the Master Servicer is terminated, the Issuer may appoint a substitute servicer to replace the Master Servicer pursuant to the Servicing Agreement and the Receivables Purchase Agreement. Such substitute servicer would provide services similar to those provided by the Master Servicer. Any substitute servicer which may replace the Master Servicer in accordance with the terms of the Servicing Agreement and the Receivables Purchase Agreement would have to be able and be duly qualified to administer, collect and enforce the Relevant Receivables and the Related Collateral in accordance with the terms of the Servicing Agreement. However, it should be noted that any substitute servicer may charge a servicing fee on a basis different from that of the Master Servicer and that the substitute servicer will only be able to assume the full administration and servicing of the Relevant Receivables and the Related Collateral after a certain transition period. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement".

After the Back-Up Servicer Active Date, the Back-Up Servicer would provide administration, collection and enforcement services similar to those provided by the Master Servicer in accordance with the Back-Up Servicing Agreement. In accordance with the terms of the Back-Up Servicing Agreement the Back-Up Servicer would have to be able and be duly qualified to administer, collect and enforce the Relevant Receivables and the Related Collateral and be registered under the German Legal Services Act (*Rechtsdienstleistungsgesetz*) to collect receivables and related collateral. However, it should be noted that the Back-Up Servicer will charge a servicing fee on a basis different from that of the Master Servicer and that the Back-Up Servicer will only be able to assume the full administration and servicing of the Relevant Receivables and the Related Collateral after the Back-Up Servicer Active Date. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Back-Up Servicing Agreement".

Risk of Dilutions or Set-off with respect to the Relevant Receivables, Commingling of Funds

The risk to each Noteholder that it will not receive in full for each Note of any Class held by it the respective total initial Note Principal Amount of such Note plus interest as stated in the Terms and Conditions is mitigated by the undertaking of the Seller in the Receivables Purchase Agreement to pay to the Issuer a Deemed Collection in the amount equal to the sum of the Outstanding Nominal Amount of the affected portion of any Relevant Receivable if certain events (see the definition of Deemed Collection in "CERTAIN DEFINITIONS — Deemed Collection") occur with respect to such Relevant Receivable. In particular, if the amount owed by a Lessee is reduced due to set-off, counterclaim, discount or other credit in favour of such Lessee, the Seller will be deemed to receive such differential amount and such differential amount will constitute a Deemed Collection. For instance, a right to set-off in favour of a Lessee would arise under the relevant Lease Agreement if the third parties which are obliged to provide certain maintenance services in respect of the Lease Object leased by such Lessee under such Lease Agreement fail to fulfill their maintenance servicing obligations. All Deemed Collections will be held by the Seller on trust (*treuhänderisch*) in the name and for the account of the Issuer until payment is made to the Transaction Account on the seventh (7^{th}) Business Day after the Cut-Off Date immediately preceding each Payment Date (each a "**Direct Payments Transfer Date**") following the date on which the Master Servicer has received from the Seller an amount equal to the relevant Deemed Collection provided that such Deemed Collection is received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. Whilst the risk of the occurrence of the certain events listed in the definition of "Deemed Collection" has been transferred to the Seller, each Noteholder will nevertheless remain exposed to the risk of late forwarding of the Deemed Collections by the Seller and by the Master Servicer (see "— The Risk of Late Forwarding of Payments received by the Master Servicer and by any Sub-Servicer") and to the risk that the Seller fails to pay the Deemed Collections to the Issuer for whatever reason, including inability to pay on the part of the Seller. The risk that the Seller fails to pay any Deemed Collections received with respect to the Receivables to the Issuer, for whatever reason, including inability on the part of the Seller and inability of any Sub-Servicer to pay any Collections received with respect to the Receivables to the Issuer, may be mitigated for the Class A Noteholders, the Class B Noteholders and the Class C Noteholders by the Commingling Reserve Fund (if any), provided that such failure to transfer any Collections (including without limitation Deemed Collections) received is due to the occurrence and continuance of a Commingling Reserve Event and provided that a Commingling Reserve Fund Subordinated Loan is made to the Issuer pursuant to the subordinated loan facility granted under the Subordinated Loan Agreement. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and such balance is expected to remain zero throughout the life of the Notes. The Subordinated Loan Provider in its sole discretion has the option, but not the obligation, to grant a Commingling Reserve Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date pursuant to the subordinated loan facility under the Subordinated Loan Agreement. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement".

In order to reduce the amount of funds on the Lessor Collections Accounts at risk of being commingled during the period between two consecutive Collection Payment Dates, the Sub-Servicer 1, acting on behalf of each Lessor, will (i) transfer from the Lessor Collection Accounts to the Transaction Account an aggregate amount of at least 80 % of the Collections scheduled to be received in a Reporting Period on the Lessor Collection Accounts prior to or on the second Business Day after the Cut-Off Date on which such Reporting Period commences irrespective of whether an aggregate amount of such Collections has actually been received on the Lessor Collection Accounts and excluding any Excluded Portions and (ii) an amount equal to the difference of the aggregate amount transferred pursuant to (i) above and the amount of Collections scheduled to be received in such Reporting Period on the immediately following Collection Payment Date, but only if an aggregate amount of such Collections has actually been received on the Lessor Collection Accounts and excluding any Excluded Portions. With respect to the Self-Payment Collection Accounts there is a risk that (i) Collections credited to any Self-Payment Collection Account until debit by the Master Servicer in accordance with the Servicing Agreement will be commingled with other funds of the Lessor which holds such Self-Payment Collection Account in which case the Issuer would not have any right to segregate such Collections in an insolvency of such Lessor and (ii) Collections credited to any Self-Payment Collection Account of the Seller after having been debited from a Self-Payment Collection Account of a Lessor will be commingled with other funds of the Seller which holds such Self-Payment Collection Account in which case the Issuer would not have any right to segregate such Collections in an insolvency of the Seller.

No Commingling Reserve Fund

As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserved Fund Subordinate Loan to the Issuer and it is not expected that a Commingling Reserve Fund Subordinated Loan will be granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement during the life of the Notes. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement".

Risk of Late Forwarding of Payments received by the Master Servicer and by any Sub-Servicer

Payments of the Lease Instalments made by the Lessees directly to the relevant Sub-Servicer in its capacity as Lessor, either to a Self-Payment Collection Account of such Lessor or otherwise (but not to a Lessor Collection Account of such Lessor) will be transferred by the Master Servicer to the Transaction Account on the Direct Payments Transfer Date after having been debited from such Self-Payment Collection Account by the Master Servicer if such payments are received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. Such payments will be made by any Lessees which revoked the direct debit authorisation in favour of a Lessor Collection Account of the related Lessor as upon such revocation of the direct debit authorisation, the respective Lessee would be obliged to pay due Lease Instalments to an account of the related Lessor (*Eigenzahler*). Furthermore, some Lessees have not given the related Lessor a direct debit authorisation and such Lessees are obligated to pay the Lease Instalments to an account of such Lessor (*Eigenzahler*). In addition, the Lessees make payments with respect to all amounts due under the Lease Agreements other than the Lease Instalments to the related Lessor and such Lessor may receive payments directly from Lessees with respect to Defaulted Receivables or Delinquent Receivables.

No assurance can be given that the Seller in its capacity as Master Servicer will promptly forward such amounts collected by the related Lessor from Lessees on a Self-Payment Collection Account to the Issuer in respect of a particular Reporting Period in accordance with the Servicing Agreement provided that such Collections are received by the related Lessor prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date.

Payments of the Lease Instalments made by the Lessees by way of direct debit authorisation to a Lessor Collection Account of the related Lessor will be transferred by the Sub-Servicer 1, acting on behalf of each Lessor, to the Transaction Account on the Collection Payment Date after having been debited from such Lessor Collection Account by the Sub-Servicer 1 if such payments are received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Collection Payment Date.

No assurance can be given that the Sub-Servicer 1 will promptly forward such amounts collected by the related Lessor from Lessees on a Lessor Collection Account to the Issuer in respect of a particular Reporting Period in accordance with the Servicing Agreement provided that such Collections are received by the related Lessor prior to or on the Cut-Off Date immediately preceding such Collection Payment Date.

Nor can any assurance be given that the Master Servicer will promptly forward any Deemed Collection collected from the Seller which is obliged to pay such Deemed Collection to the Issuer in accordance with the Receivables Purchase Agreement on the Direct Payments Transfer Date following the date of receipt thereof pursuant to the Servicing Agreement and the Receivables Purchase Agreement, provided that such Deemed Collection is received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. Consequently, it is possible that any Collections and any Deemed Collections which are forwarded late by the Master Servicer will only be paid to the Noteholders on the subsequent Payment Date.

However, the Master Servicer has undertaken to forward any Collections received or collected by any Sub-Servicer on the next Direct Payments Transfer Date after receipt thereof by such Sub-Servicer and after having debited such Collections from a Self-Payment Collection Account of such Lessor and credited such Collections to its Self-Payment Collection Account to the Transaction Account provided that such Collections were received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date (unless the respective claim for payment of such Collections of the Issuer against such Sub-Servicer may be set-off by such Sub-Servicer against any claim arising from the receipt by the Issuer of any amount from a Lessee which amount is required to be repaid by such Sub-Servicer to the relevant Lessee on account of a refund for an unauthorised direct debit).

Likewise, the Sub-Servicer 1, acting on behalf of each Lessor, has undertaken to forward any Collections received or collected by any Sub-Servicer on the next Collection Payment Date after receipt thereof by such Sub-Servicer and after having debited such Collections from a Lessor Collection Account of such Lessor on such Collection Payment Date to the Transaction Account provided that such Collections were received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Collection Payment Date (unless the respective claim for payment of such Collections of the Issuer against such Sub-Servicer may be set-off by such Sub-Servicer against any claim arising from the receipt by the Issuer of any amount from a Lessee which amount is required to be repaid by such Sub-Servicer to the relevant Lessee on account of a refund for an unauthorised direct debit). The Sub-Servicer 1 undertakes to hold the Collections debited from the Lessor Collection Accounts of the Lessors on trust (*treuhänderisch*) in the name and for the account of the Issuer until such Collections are credited by the Sub-Servicer 1 to the Transaction Account on the related Collection Payment Date.

The Master Servicer will ensure that, in each case, the related Sub-Servicer will hold the Collections on trust (*treuhänderisch*) in the name and for the account of the Issuer until (i) the Collections are debited by the Master Servicer from the Self-Payment Collection Account of such Lessor on the Business Day after the Cut-Off Date immediately preceding the next Direct Payments Transfer Date following the date on which such Sub-Servicer has received such Collections or (ii) the Collections are debited by the Sub-Servicer 1 from the Collection Payment Account of such Lessor. In addition, the Master Servicer will ensure that the Sub-Servicer 1 will hold the Collections on trust (*treuhänderisch*) in the name and for the account of the Issuer until the Collections, including, without limitation, the Collections debited by the Sub-Servicer 1 from the Lessor Collection Accounts of the other Lessors, are credited by the Sub-Servicer 1 to the Transaction Account. The Master Servicer undertakes to hold the Collections debited from the Self-Payment Collection Accounts of the Lessors on trust (*treuhänderisch*) in the name and for the account of the Issuer until such Collections are transferred by the Master Servicer to the Transaction Account on the Direct Payments Transfer Date following the date on which the related Sub-Servicer has received such Collections in its Self-Payment Collection Account.

In addition, each of the Master Servicer and the Seller will hold the Deemed Collections and any other Collections it receives for any reason on trust (*treuhänderisch*) in the name and for the account of the Issuer until payment is made to the Transaction Account on the Direct Payments Transfer Date following the date on which the Master Servicer or the Seller has received such Collections, provided that such Deemed Collection is received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. However, there is the risk that such Collections may be commingled, see — "Risk of Dilutions or set-off with respect to the Relevant Receivables, Commingling of Funds".

Pursuant to the Servicing Agreement, if the Master Servicer fails to make a payment due under the Servicing Agreement at the latest on the fifth (5^{th}) 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, the Issuer may terminate the appointment of the Master Servicer and appoint a substitute servicer or deem such event to constitute a Back-Up Servicer Trigger Event. Following the Back-Up Servicer Active Date, the Back-Up Servicer will undertake the administration, collection and enforcement of the Relevant Receivables and the Related Collateral in accordance with the Back-Up

Servicing Agreement. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement – Termination of any Master Servicer" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Back-Up Servicing Agreement", and — "Risk of Dilutions or set-off with respect to the Relevant Receivables". However, there is the risk that such Collections may be commingled, see — "Risk of Dilutions or set-off with respect to the Relevant Receivables, Commingling of Funds".

Risks from Reliance on Verification "verified – STS VERIFICATION INTERNATIONAL" by STS Verification International GmbH

STS Verification International GmbH ("**SVI**") has been authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as third party verification agent pursuant to Article 28 of the Securitisation Regulation (Regulation (EU) 2017/2402) (the "**Securitisation Regulation**"). SVI will grant a registered verification label "verified – STS VERIFICATION INTERNATIONAL" (the "**SVI Verification**") to non-asset-backed commercial paper securitisation if the structure and the requirements set out in the Transaction Documents of such securitisation complies with the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 22 of the Securitisation Regulation ("**STS Requirements**"). The aim of the Securitisation Regulation is to restart high-quality securitisation markets, by differentiating simple, transparent and standardised products from complex, opaque and risky instruments through the use of the requirements set out in Articles 20 to 22 of the Securitisation Regulation (the "**STS Criteria**") which must be satisfied and by applying a more risk-sensitive prudential framework if such STS Criteria are satisfied.

Even if SVI verifies and confirms that the securitisation complies with the STS Requirements, such verification does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation and in particular, without limitation, the STS Requirements. Nor does the SVI Verification affect the liability of the Seller or the Issuer in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of such verification by SVI does not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation.

Save as set out in the SVI's final report, SVI has not carried out any additional investigations or surveys in respect of the Issuer or the Notes. SVI disclaims any responsibility for monitoring the continuing compliance of the Issuer with the STS Requirements or any other aspect of the Issuer's activities or operations. In addition, SVI has not provided and will not provide any form of advisory, audit or equivalent service to the Issuer.

For more detailed information, see "VERIFICATION BY SVI" and "— Securitisation Regulation and Simple, Transparent and Standardised Securitisations."

Potential Noteholders should therefore make their own assessment whether this Transaction complies with the STS Requirements and not rely on the SVI Verification.

Replacement of the Account Bank or any Agent

If the appointment of the Account Bank is terminated due to a rating downgrade of the Account Bank or due to good cause (*wichtiger Grund*) by the Issuer, the Issuer will appoint a replacement Account Bank in accordance with the Accounts Agreement. Such replacement costs will be borne by the Account Bank, however, subject to a cap of EUR 20,000. There is no assurance that such replacement costs will not exceed such cap.

If the appointment of the Agent is terminated due to good cause (*wichtiger Grund*) by the Issuer, the Issuer will appoint a replacement Agent in accordance with the Agency Agreement. Such replacement costs will be borne by the respective Agent, however, subject to a cap of EUR 20,000. There is no assurance that such replacement costs will not exceed such cap.

Historical Data; Forecasts and Estimates

The historical information set out in particular under the heading "DESCRIPTION OF THE POOL" is based on the past experience and present procedures of the Seller. None of the Lead Manager, the Arranger, the Security Trustee nor the Issuer 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 Relevant Receivables.

Estimates of the weighted average life of the Class A Notes included in this Prospectus together with any other projections, forecasts and estimates are supplied for information only and are forward-looking statements. Such projections, forecasts and estimates are speculative in nature and it can be expected that some or all of the underlying assumptions may differ or may prove substantially different from the actual realised figures. Consequently, the actual results might differ from the projections and such differences may be significant.

No Independent Investigation and Limited Information

Neither the Lead Manager, the Security Trustee nor the Issuer has undertaken any investigations, searches or other actions to verify the details of the Relevant Receivables or to establish the creditworthiness of any Lessee or any 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 Receivables Purchase Agreement in respect of, *inter alia*, the Relevant Receivables, the relevant Lessees, the Lease Agreements and the Related Collateral, as applicable. The benefit of all such representations and warranties given to the Issuer will be transferred by the Issuer in favour of the Security Trustee under the Trust Agreement.

The Seller has not provided and is not under any obligation to provide the Lead Manager, the Security Trustee or the Issuer with financial or other information specific to individual Lessees and certain underlying Lease Agreements to which the Relevant Receivables relate. The Lead Manager, the Security Trustee and the Issuer have and will only be supplied with general information in relation to the aggregate of the Lessees and the underlying Lease Agreements. Further, neither the Lead Manager, the Security Trustee nor the Issuer has inspected or will have any right to inspect the internal records of the Seller.

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

Creditworthiness of Parties to the Transaction Documents

The ability of the Issuer to meet its obligations under the Notes will be dependent on the performance of the duties by each party to the Transaction Documents or any account banks holding funds on behalf of any Lessor, the Seller or the Issuer.

No assurance can be given that the creditworthiness of the parties to the Transaction Documents does not deteriorate in the future or any account banks holding funds on behalf of any Lessor, the Seller or the Issuer. This may affect the performance of their respective obligations under the respective Transaction Documents. In particular, it may affect the administration, collection and enforcement of the Relevant Receivables by the Master Servicer in accordance with the Servicing Agreement and the administration, collection and enforcement of the Relevant Receivables by the Back-Up Servicer in accordance with the Back-Up Servicing Agreement. The risk that Collections received by the Lessor Collection Account Bank fail to be transferred to the Transaction Account due to the occurrence and continuance of a Lessor Collection Account Bank Insolvency Event is mitigated by the undertaking of the Seller to pay to the Issuer a Deemed Collection in the amount of such Collections which are not transferred to the Transaction Account due to the occurrence of such event. In particular, certain liabilities of credit institutions may become subject to a bail-in pursuant to the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 on the recovery and resolution of credit institutions and investment firms (the "**BRRD**") and relevant laws of a Member State implementing the BRRD. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Back-Up Servicing Agreement".

Sharing with other creditors

The proceeds of enforcement and collection of the Note Collateral created by the Issuer in favour of the Security Trustee will be shared amongst the Beneficiaries of such Note Collateral by being allocated in accordance with the Post-Enforcement Order of Priority to satisfy claims of all Beneficiaries thereunder, in particular the Noteholders.

The ranking of any Class of Notes in the Post-Enforcement Order of Priority will hence be decisive on the likelihood that the full amount of principal and interest due on such Class of Notes will be paid. See "THE MAIN PROVISIONS OF THE TRUST AGREEMENT — Post-Enforcement Order of Priority".

Negative interest rate

The Issuer is exposed in certain circumstances to the risk that at any time the interest rate on the balance credited to any Account will be less than zero. Pursuant to the Accounts Agreement, the Account Bank agrees to pay to the Issuer interest on amounts standing to the credit of the Accounts held with it by the Issuer at the rate set by the Account Bank from time to time. However, if the applicable interest rate on the balance credited on any Account is a negative rate, the Issuer will be required to pay to the Account Bank such rate of interest for holding funds on such Account as the Account Bank may notify the Issuer from time to time.

Risks relating to Taxation in Germany and the United States of America

The following should be read in conjunction with "TAXATION — Taxation affecting the Transaction" below.

The Issuer is exposed to certain German tax risks, including in particular, but without limitation, those listed below.

German taxes on profits

For an analysis whether and to what extent the Issuer would be subject to German taxes on profits, in particular German corporate income tax (*Körperschaftssteuer*), see "TAXATION — Taxation affecting the Transaction — Liability of the Issuer to German taxes on profits" below.

Trade Tax

For an analysis whether the Issuer is subject to German trade tax (*Gewerbesteuer*), please see "TAXATION — Taxation affecting the Transaction — Withholding Tax" below.

Withholding Tax

For an analysis whether and to what extent German withholding tax (*Kapitalertragsteuer*) is relevant to the Transaction, please see "TAXATION — Taxation affecting the Transaction — Withholding Tax" below.

VAT

For an analysis whether and to what extent German value added tax (*Umsatzsteuer*) is relevant to the Transaction, please see "TAXATION — Taxation affecting the Transaction — VAT" below.

Potential U.S. withholding tax after 31 December 2018

For an analysis whether and to what extent the Issuer would be subject to U.S. withholding tax, see "TAXATION — Taxation affecting the Transaction — Potential U.S. withholding tax after 31 December 2018" below.

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 (including FATCA Withholding) and other deductions. The Issuer will not be required to pay additional amounts in respect of any 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 — Taxation". 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 Aggregate Outstanding Note Principal Amount. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Optional Redemption for Taxation Reasons" and "TAXATION — Taxation affecting the Transaction — Potential U.S. withholding tax after 31 December 2018".

<u>Risks relating to the Legal Structure</u>

Insolvency Law

If insolvency proceedings were instituted in respect of any Lessor, the Lease Agreements to which such Lessor is a party should continue in effect in which case the Relevant Receivables arising under such Lease Agreements would not be affected.

The Lease Agreements entered into by such Lessor will continue to be in effect in accordance with Sections 107 subsection 1 sentence 1 German Insolvency Code (*Insolvenzordnung*), in respect of hire-purchase agreements and Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*), in respect of leasing agreements.

According to Section 107 subsection 1 sentence 1 German Insolvency Code (*Insolvenzordnung*), a sale contract remains in effect even in the case of the vendor's insolvency if it relates to movables that have been sold while retaining title (*Eigentumsvorbehalt*) and delivered to the purchaser. According to Section 108 subsection 1 sentence 2 of the German Insolvency Code (*Insolvenzordnung*), a leasing contract remains in effect even in the case of the lessor's insolvency if it relates to movables that have been transferred for security purposes to a third party which has financed the acquisition or production of such movables. There is a risk that a change of the financier could affect the application of Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*) as no judicial authority exists on point. However, the Issuer has been advised that the Lease Agreements should remain in effect despite a change of financier if the initial refinancing met the requirements of Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*).

With respect to Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*) it should also not be relevant that the Lease Objects are financed by and transferred for security purposes to the Issuer after they have been already acquired by the relevant Lessor and subsequently have been transferred for security purposes to the Seller. The Issuer has been advised that the acquisition of movables does not have to be pre-financed or simultaneously financed by a third party for purposes of Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*), but that such acquisition can be refinanced subsequently, provided a close connection between the acquisition on the one hand and the financing and the transfer of title for security purposes on the other hand exists. A sufficient connection should exist between the acquisition of the Lease Objects and their subsequent financing and transfer for security purposes within up to three months or, provided that there was a clearly and unambiguously documented intention at the time of acquisition of the Lease Objects to transfer them for security purposes to a financer, within up to six months. However, there is a risk that a transfer of the Lease Objects only within up to six months after the acquisition of such Lease Objects could affect the application of Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*). Section 108 subsection 1 sentence 2 German Insolvency Code (*Insolvenzordnung*) could be understood such that additional obligations contained in the Lease Agreements such as maintenance, delivery of repair parts for or providing insurance for the Lease Objects would be treated separately from the typical leasing obligations. As a result, the insolvency administrator could be entitled to refuse the performance of such additional obligations pursuant to Section 103 German Insolvency Code (*Insolvenzordnung*), with the effect that the relevant Lessee could refuse to perform its payment obligations or terminate the respective Lease Agreement. However, the Issuer has been advised that typical leasing obligations and such additional obligations should not be treated separately, but that each Lease Agreement should be treated uniformly according to the main character of such agreement.

The assignment of the Relevant Receivables generated under a Lease Agreement which continues to be in effect in accordance with Sections 107 subsection 1 sentence 1 or 108 subsection 1 sentence 2 of the German Insolvency Code (*Insolvenzordnung*), respectively according to the Receivables Purchase Agreement is valid under German law if such Receivables are effectively assigned prior to the commencement of insolvency proceedings relating to the Seller, and will be recognised under German law in any German insolvency proceedings regarding the Seller as effective and, accordingly, the Receivables will not be part of the estate of the Seller in any such proceedings. In particular, in case of an insolvency of any Lessor, the assignment of the monthly arising lease instalments forming part of the Relevant Receivables (the "**Instalments**") is not invalid pursuant to Section 91 subsection 1 of the German Insolvency Code (*Insolvenzordnung*). According to the German Federal Supreme Court (*Bundesgerichtshof*) (decision of 14 December 1989, IX ZR 283/88) and the vast majority in legal literature, lease instalments (as opposed to rental receivables (*Mietforderungen*) constitute claims with a fixed maturity date (*betagte Forderungen*) rather than future claims (*künftige Forderungen*) because all conditions for their coming into existence are already met when the leasing contract is executed. There is a risk that the assignment of the portion of the Relevant Receivables which can be characterised as a claim for Compensation Payment (*Ausgleichszahlung*) (as defined as defined in Appendix A (*Certain Definitions*) to the Terms and Conditions) upon the time the Lease Agreement is terminated could be regarded as being invalidated upon the institution of insolvency proceedings with regard to the Lessor which is a party to such Lease Agreement, as such claim could be characterised as a future claim arising under a Lease Agreement which would not fall within the scope of Section 108 subsection 1 sentence 2 of the German Insolvency Code (*Insolvenzordnung*). However, the Issuer has been advised that the assignment of such portion of the Relevant Receivables which can be characterised as a claim for Compensation Payment (*Ausgleichszahlung*) should be regarded as valid upon the institution of insolvency proceedings with regard to such Lessor. If Section 108 subsection 1 sentence 2 of the German Insolvency Code should be held not to be applicable, the Issuer could only enforce its security interests in the Lease Objects. The proceeds of such enforcement could be lower than the contractually agreed Compensation Payment.

In addition, the sale and assignment of certain Receivables by the Seller to the Issuer pursuant to the Receivables Purchase Agreement might be classified in the insolvency of the Seller as a loan granted by the Issuer to the Seller secured by an assignment by way of security of such Relevant Receivables rather than a sale of receivables. Accordingly, the sale and assignment of certain Receivables by the Lessor which originated such Receivables to the Seller might be classified in the insolvency of such Lessor as a loan granted by the Seller to such Lessor secured by an assignment by way of security of such Relevant Receivables.

Under German insolvency law, in insolvency proceedings relating to a debtor, a creditor who is secured by an assignment of receivables for security purposes (*Sicherungsabtretung*) 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 such enforcement. The insolvency administrator is obliged to transfer the proceeds from such enforcement to the creditor. He may, however, deduct from the enforcement proceeds fees which may amount to up to 4 % plus 5 % (in certain cases more than 5 %) of the enforcement proceeds.

Accordingly, the Issuer may have to share in the costs of any insolvency proceedings of the Seller and any such Lessor in Germany, reducing the amount of proceeds available upon enforcement of the Note Collateral to repay the Notes, if the sale and assignment of the Receivables to the Issuer were to be regarded as a secured lending rather than a receivables sale. The Issuer has been advised, however, that the acquisition of the Relevant Receivables is structured such that the credit risk with respect to the Lessees owing the Relevant Receivables lies with the Issuer and that, therefore, the Issuer would have the right of segregation (*Aussonderungsrecht*) of the Relevant Receivables from the estate of the Seller and the Lessor which originated such Relevant Receivables in the event of its insolvency and that, consequently, the cost sharing provisions described above should not apply with respect thereto. The Issuer has been further advised that this applies even if the Seller should acquire all or part of the Notes since the refinancing of the Issuer should not affect the characterisation of the sale and assignment of the Receivables between the Seller and the Issuer. However, such right of segregation might not apply with respect to the Related Collateral transferred to the Issuer if insolvency proceedings are instituted in respect of any related Lessee in Germany. In that case, the cost sharing provisions might apply.

No Right in Lease Agreements

The ownership of a Note does not confer any right to, or interest in, any Lease Agreement nor any right against any Lessee nor any third party under or in connection with the Lease Agreements or against any Lessor which is party to such Lease Agreements or the Seller to which the rights and obligations of such Lessor under the Lease Agreements have been assigned nor any right in the Lease Objects which are the subject of such Lease Agreements.

German Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz)

On 1 January 2015 the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz* - "**SAG**") came into force implementing provisions of Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms into German national law (the "**BRRD**"). SAG provides for various actions and measures that can be taken by the Federal Agency for Financial Market Stabilisation ("**FMSA**") in order to avoid systemic risks for the financial markets or the necessity of a public bail-out if a credit institution that is subject to SAG is in financial difficulties. Amongst other things, the FMSA could, under certain circumstances, require creditors of such credit institution to "bail-in" by a conversion of their claims into core capital or the reduction of the amount of such claims (Section 90 SAG). Furthermore, the FMSA could decide to transfer certain assets and liabilities of such credit institution to another entity or a bridge institution or an asset management vehicle under the control of the FMSA (cf. Section 107 SAG).

The SAG is applicable, *inter alia*, with respect to credit institutions within the meaning of Art. 4(1) No. 1 of the CRR, i.e. to every undertaking the business of which is to take deposits or other repayable funds from the public and to grant credits for its own account. SAG therefore also applies to the Seller and, consequently, the FMSA could take any of the above described measures and actions with regard to the Seller provided that the prerequisites for the taking of reorganisation measures pursuant to the SAG are met. However, the Issuer has been advised that, even if the Seller should be in financial difficulties and measures pursuant to the SAG are being taken, these measures should only have limited impact on the claims of the Issuer against the Seller for the following reasons: Claims of the Issuer against the Seller (in its capacity as Seller or Master Servicer) for payment of (or procurement of payment by the Sub-Servicers of) Collections received in respect of the Relevant Receivables and other claims under the Servicing Agreement are subject to a trust 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 Relevant Receivables should not be subject to bail-in pursuant to the SAG as long as the sale and transfer of the Relevant Receivables from the Seller to the Issuer will not be re-characterised as a secured loan. However, even if the sale and transfer of the Relevant Receivables was re-characterised as a secured loan, claims against the Seller 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 the Seller are secured by Related 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 the Seller'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 therefor and *vice versa*. A separation of the Relevant Receivables from the Related Collateral should therefore not result from any such transfer (see also Section 110(3) No. 4 SAG).

In addition, the risk of loss for the Issuer with regard to its claims against the Seller due to a bail-in or other measure under the SAG is further mitigated by the following: (i) Pursuant to Section 97 SAG, the claims of the Issuer against the Seller would only become subject to a bail-in after the equity and capital positions set out in Section 97(1) Sentence 1 No. 1 through 3 SAG have been exhausted and (ii) Section 147 SAG provides creditors with a compensatory claim against the restructuring fund pursuant to Section 8 of the Restructuring Fund Act (*Restrukturierungsfondsgesetz*) if and to the extent the restructuring measures under the SAG put them into a worse position than they would be in if insolvency proceedings had been opened over the assets of the relevant credit institution.

However, absent any court rulings which explicitly confirm the above analysis, there remains legal uncertainty.

In November 2016 the European Commission presented a proposal (the "**CRRII-Commission Proposal**") for a legislative package which includes the transposition of the international total loss absorbency capacity standard (the "**TLAC Standard**") which had been issued in November 2015 by the Financial Stability Board regarding minimum regulatory capital and eligible liabilities maintained by institutions relevant for the financial system on a global scale ("**G-SIB**") into binding European law and certain amendments, *inter alia*, to the CRR, the BRRD and to the regulatory rules governing the minimum level of own funds and eligible liabilities which, in the event of resolution of a credit institution, can compulsorily be written down or converted into equity (the so-called "**Minimum Requirement for Own funds and Eligible Liabilities**" or "**MREL**"). To fast-track certain sections of the CRRII-Commission Proposal, the Directive (EU) 2017/2399 amending the BRRD (the "**BRRD II**") as regards the ranking of unsecured debt instruments in insolvency hierarchy entered into force on 28 December 2017 and was transposed into German national law by way of Sections 46(f)(5) to (9) German Banking Act (*Kreditwesengesetz*) with effect as from 21 July 2018. On 7 June 2019 the Directive (EU) 2019/879 which amends SAG and adopts the BRRD II and the Regulation (EU) 2019/877 (the "**SRM II Regulation**") which amends the Single Resolution Mechanism Regulation (EU) No. 806/2014 (the "**SRM Regulation**") and adopts the TLAC Standard and MREL were published in the Official Journal of the European Union following their adoption by the Council on 14 May 2019. Both BRAD II and the SRM II Regulation entered into force on 27 June 2019, but the SRM II Regulation will apply from 28 December 2020. Given the fact that the Seller is not a G-SIB, the TLCA Standard is not directly binding on the Seller, nor is it expected that such amendments would affect the above analysis.

Assignability of Receivables

As a general rule under German law, receivables are assignable unless their assignment is excluded either by mutual agreement or by the nature of the receivables to be assigned. Under Section 354a Subsection 1 of the German

Commercial Code (*Handelsgesetzbuch*), however, the assignment of claims for the payment of money arising under lease agreements that constitute business transactions for both parties (including the lessee) within the meaning of the German Commercial Code will be valid notwithstanding an agreement prohibiting such assignment. There is no published court precedent of the German Federal Court (*Bundesgerichtshof*) or any German Court of Appeals (*Oberlandesgerichte*) stating that receivables arising out of lease agreements or other rental agreements are not assignable either generally or in a refinancing transaction or an asset-backed securitisation. Pursuant to the Receivables Purchase Agreement, the Seller has warranted to the Issuer that the Lease Agreements and under which the Relevant Receivables have been generated are based on certain standard forms. Such standard forms do not specifically prohibit the Seller or the Lessor which originated such Receivables to transfer its respective rights under the relevant Lease Agreement to a third party for refinancing purposes. Pursuant to the Receivables Purchase Agreement, the Seller has warranted to the Issuer that the provisions of the Lease Agreements are valid. The Seller has also warranted to the Issuer in the Receivables Purchase Agreement that the assignment of the Relevant Receivables to the Issuer is not prohibited and valid.

Notice of Assignment

The assignments of the Relevant Receivables and the assignments and transfers of the Related Collateral from the Lessors which originated such Relevant Receivables to the Seller and from the Seller to the Issuer, respectively, have not been disclosed to the relevant Lessee, but may be disclosed to the relevant Lessee at any time by the Issuer or through any substitute servicer or the Back-Up Servicer, in particular, but without limitation, upon the occurrence of a Master Servicer Termination Event. Until the relevant Lessees have been notified of the assignment of the Relevant Receivables which such Lessee owes, they may undertake payment with discharging effect to the Lessor which originated such Relevant Receivables or enter into any other transaction with regard to such Relevant Receivables which will have binding effect on the Issuer and the Security Trustee as holder of a security interest in such Relevant Receivables. Each Lessee may additionally raise defences in respect of the Relevant Receivables which it owes *vis-à-vis* the Issuer and the Security Trustee arising from its relationship with the Lessor which originated such Relevant Receivables which are existing at the time of the assignment of such Relevant Receivables. Further, each Lessee is entitled to set-off against the Issuer and the Security Trustee its claims, if any, against the related Lessor unless such Lessee has knowledge of the assignments upon acquiring such claims or such claims become due only after such Lessee acquires such knowledge and after the Relevant Receivables themselves become due. Except for counterclaims in connection with Mileage Agreements providing for reductions of Lease Instalments if the Lease Object is not used as much as originally foreseen in the relevant Mileage Agreement (see definition of Mileage Agreement under "CERTAIN DEFINITIONS — Mileage Agreement"), the Seller has warranted that it is not aware that any Lessee has asserted any lien, right of rescission, counterclaim, set-off, right to contest or defence against it in relation to any Lease Agreement to which any of the Lessors is a party.

For the purpose of notification of the Lessees in respect of the assignments of the Relevant Receivables, the Back-Up Servicer or any substitute servicer will require the encrypted personal data of the respective Lessees to be decrypted. The Data Trust Agreement and the Back-Up Servicing Agreement provide that the Back-Up Servicer or any substitute servicer is to be provided with (i) the encrypted personal data from the Issuer and (ii) the decryption keys for decrypting relevant encrypted personal Lessee data from the Data Trustee under certain conditions. However, the Back-Up Servicer or any substitute servicer (as applicable) might not be able to obtain such encrypted personal data and such decryption keys in a timely manner as a result of which the notification of the Lessees may be considerably delayed. Until such notification of both such assignments has occurred, the Lessees may undertake payment with discharging effect to the relevant Lessor or enter into any other transaction with regard to the Relevant Receivables which will have binding effect on the Issuer and the Security Trustee. If the Lessees are only notified of the assignment and transfer to the Seller but not of the further assignment to the Issuer, the Lessees may undertake payment with discharging effect to the Seller or enter into any other transaction with regard to the Relevant Receivables which will have binding effect on the Issuer and the Security Trustee.

German Federal Data Protection Act (Bundesdatenschutzgesetz)

Pursuant Art. 6 subsection 1 lit. f) of the Regulation (EU) 2016/679 (General Data Protection Regulation – "**GDPR**"), personal data may be transferred if and to the extent that such transfer 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. This provision has replaced the previous regulation under the German Federal Data Protection Act ("**BDSG**") (old version) with effect from 25 May 2018. Under the BDSG (old version), personal data could be transferred if such transfer was necessary in the justified interests of the transferor and if there was no reason to believe that the justified interests of the relevant individuals require that such transfer is not done (Section 28 subsection 1 no. 2 BDSG (old version)). The Issuer is of the view that the transfer of the Lessees' personal data in connection with the assignment of the rights under the Relevant Receivables which such Lessee owes relating to the Related Collateral is necessary to maintain the legitimate interests of the Seller, the Issuer and the Security Trustee and should not violate the applicable data protection laws in a way which would cause the assignment of the Relevant Receivables to be invalid. In addition, the Issuer is of the view that the protection mechanisms provided for in the Data Trust Agreement and the Receivables Purchase Agreement take into account the legitimate interests of the Lessees to prevent the processing and use of data by any of the Seller, the Issuer and the Security Trustee. Nevertheless, there is to date no specific judicial authority with respect to this issue, subject to the below-mentioned rulings by the BGH dated 27 February 2007 and 27 October 2009, neither under the BDSG (old version) nor under the GDPR regime and consequently, compliance with applicable law, including, without limitation, the GDPR, could cause the disclosure of such data to be delayed.

The question whether in the event of the assignment of a receivable the transfer of the name and address of the relevant debtor to the assignee is justified by the interests of the assignor has not yet been finally answered in legal literature or case law, neither under the BDSG (old version) nor under the GDPR. On 27 February 2007 the German Federal Court (*Bundesgerichtshof*) held in its ruling (docket no. XI ZR 195/05) which has been confirmed by a ruling dated 27 October 2009 (docket no. XI ZR 225/08) and a ruling dated 19 April 2011 (docket no. XI ZR 256/10, WM 2011, pp. 1168, 1171) that the validity of an assignment of receivables is not affected by any violation of the BDSG (old version) because the legal consequences of a violation of the BDSG (old version) are exclusively provided for in the BDSG (old version) itself. The aforementioned court decisions which relate to the BDSG (old version) should be transferable to the new legal situation under the GDPR regime. The provisions set out in Section 28 subsection 1 no. 2 BDSG (old version) and Art. 6 para 1 lit. f) GDPR are substantially equivalent. However, the GDPR has been adopted very recently. No court precedents with respect to Art. 6 subsection 1 lit. f) GDPR are available yet, and there is therefore considerable legal uncertainty as to whether and to what extent previous court decisions continue to apply. In addition, the Issuer has been advised that an assignment of leasing receivables can be structured in a way that avoids the disclosure of these data to the assignee. Here, the Issuer, the Seller and the Data Trustee have agreed that certain data including the identity and address of each Lessee and provider of Related Collateral are to be sent to the Issuer only in encrypted form on the Purchase Date but the decryption key only be sent to the Data Trustee. Under the Data Trust Agreement, the Issuer will safeguard the encrypted personal data and may disclose the encrypted personal data to the Back-Up Servicer, any substitute servicer or the Security Trustee only upon notification by the Data Trustee that any of the following events has occurred: (i) the Seller has directed the Data Trustee in writing to provide certain decryption keys to the persons specified in such notice and the grounds for the delivery of such decryption keys, (ii) a notice has been delivered to the Data Trustee by either the Issuer or the Seller regarding the termination of the Master Servicer under the Servicing Agreement and such notification has specified whether the decryption keys are to be provided to the Back-Up Servicer, a substitute servicer or the Security Trustee or (iii) a notice to the Data Trustee that knowledge of the relevant data is necessary for the Issuer (acting through the Back-Up Servicer or such substitute servicer) to pursue legal remedies and prosecution of legal remedies through the Master Servicer is inadequate and such notification has specified whether the decryption keys are to be provided to the Back-Up Servicer, a substitute servicer or the Security Trustee. Upon the occurrence of such events, the Data Trustee will be obliged to notify the Issuer thereof and provide the decryption keys to the Back-Up Servicer, any substitute servicer or the Security Trustee, as applicable, in accordance with the Data Trust Agreement (see "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Data Trust Agreement"). However, in the event of a change in applicable laws or regulation, the Data Trustee is entitled to refuse to provide the Back-Up Servicer, any substitute servicer or the Security Trustee with the decryption keys if the delivery thereof would constitute a breach of data protection laws due to such change in applicable law or regulation.

The assignment of the Relevant 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 BaFin. These guidelines, which directly apply to securitisations of bank assets and not to securitisations of leasing receivables like the assignment of Relevant Receivables, 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. Wilmington Trust SP Services (Dublin) Limited 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. A corresponding view has been expressed by BaFin in a letter dated 14 December 2007 (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 decryption keys for the decryption of the encrypted personal Lessee data to the Data Trustee occurred in violation of the aforementioned guidelines and, therefore, of data protection requirements.

Under the Data Trust Agreement, the Issuer and the Seller are obliged to indemnify the Data Trustee against all actions, proceedings, claims, liability, losses and damages (including costs and reasonable expenses arising therefrom) which are brought against, suffered or incurred by the Data Trustee arising out of or in connection with the performance of its obligations under the Data Trust Agreement if such actions, proceedings, claims, liability, losses or damages result from a breach of any provision of the GDPR, except to the extent that the Data Trustee failed to meet the standard of care which it would exercise in its own affairs (*Sorgfalt wie in eigenen Angelegenheiten*), it being understood that compliance by the Data Trustee with the request of the Issuer or the Seller to deliver the decryption keys in accordance with the Data Trust Agreement will in itself not constitute a failure by the Data Trustee to meet such standard of care. The Issuer has been advised that in addition to remedies generally available under applicable law, breaches of the GDPR could result in fines amounting up to EUR 20,000,000 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 Jahresumsatz des vorangegangenen Geschäftsjahres*), whichever is the higher.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for the Noteholders and are up to date as of the date of this Prospectus, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risk of holding the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Prospectus lessen some of these risks for the Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis.

REGULATORY INFORMATION FOR INVESTOR INSTITUTIONS

Revisions to Basel III Framework, CRD IV and CRR as well as CRR Requirements for Investor Institutions

The Basel Committee on Banking Supervision (the "**Committee**") published in July 2009 "Revisions to the Basel II market risk framework" and "Enhancements to the Basel II framework", which provide for a number of enhancements targeting each of the three Pillars "minimum capital requirements", "supervisory review process" and "market discipline" set-forth by the Committee in its June 2006 publication "Basel II: International Convergence of Capital Measurement and Capital Standards: A Revised Framework (Comprehensive Version)" (the "**Framework**"). In the EU, the Framework had been implemented on the basis of EU and national legislative measures. In December 2010, the Committee published proposals for further changes to the Framework ("Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer"). The proposals include new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for institutions (such as credit institutions). These include, without limitation, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "**Liquidity Coverage Ratio**" and "**Net Stable Funding Ratio**", respectively). The European Parliament and the Council adopted a new set of legislation to implement these amendments in the European Union. The relevant legislation encompasses a new Directive 2013/36/EU ("**CRD IV**"), dated 26 June 2013, governing, amongst other things, the basic rules and requirements for the banking business and its supervision and a new Regulation 2013/575/EU ("**CRR**"), dated 26 June 2013, containing detailed requirements regarding liquidity, capital base, leverage and counterparty credit risks. CRD IV had to be transposed into national law by each of the EU Member States in general by 31 December 2013, provided that certain provisions may be applied after that date. The CRR has direct binding effect in the EU Member States and applies from 1 January 2014 (subject to certain exceptions and transitional provisions). On 23 November 2016 the European Commission proposed a new Directive amending the CRR (the "**CRR II**") and a new Directive amending the CRD (the "**CRD V**"). The CRD V sets out, *inter alia*, the Net Stable Funding Ratio. On 7 June 2019 the Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 relating to CRR II and the Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 relating to CRD V was published in the Official Journal of the European Union following the adoption of the reforms by the Council on 14 May 2019. CRRII and CRD will enter into force on 27 June 2019. As regards CRR II, the majority provisions will apply from 28 June 2021, whereas certain provisions under Article 3(3)-(8) of CRRII have staggered timings. On 28 December 2017 the Regulation (EU) 2017/2401 of the European Parliament and of the Council amending the CRR (the "**CRR Amendment Regulation**") was published in the Official Journal of the European Union and implements changes to the CRR on the basis of the Framework developed by the Committee to make the capital treatment of securitisations for banks and investment firms more risk-sensitive and able to properly reflect the specific features of STS (as defined below) securitisations. In particular, the changes include, *inter alia*, (i) a revised hierarchy of approaches of risk evaluation and capital assignment applicable to certain types of securitisation exposures, (ii) revised ratings based approach and modified supervisory formula approach incorporating additional risk drivers such as maturity, which are intended to create a more risk-sensitive and prudent calibration, and (iii) new approaches, such as a simplified supervisory approach and different applications of the concentration ratio based approach and are partially implemented by cross-referring to the Securitisation Regulation (See "— Securitisation Regulation and Simple, Transparent and Standardised Securitisations" below). These changes apply as from 1 January 2019, subject to certain provisions which may continue for a certain grace period. The technical details of the CRR Amendment Regulation is set out in the final draft regulatory technical standards developed and published by the European Banking Authority (EBA) on 8 April 2019. This final draft regulatory technical standard still has to be adopted by the European Commission. Prospective investors are advised to carefully consider and seek independent advice on the changes introduced by the CRR Amendment Regulation, including, without limitation, the effects of the change (and likely increase) to the capital charges associated with an investment in the Notes.

EU Member States will be required to implement as soon as possible the new capital standards from 2014, the new Liquidity Coverage Ratio from January 2015 and the Net Stable Funding Ratio from January 2018. In January 2015 the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements was published in the Official Journal of the European Union ("**LCR Delegated Regulation**"). The Liquidity Coverage Ratio under the LCR Delegated Regulation is applicable since 1 October 2015. Article 38 of the LCR Delegated Regulation specifies that the minimum requirement which began at 60% as from 1 October 2015, is 100 % as from 1 January 2018. Article 13 of the LCR Delegated Regulation also sets out requirements for so-called

"Level 2B Assets". There can be no assurance that such requirements will be met by the Notes or will be considered as satisfied by the competent authorities for the purposes of the LCR Delegated Regulation.

The LCR Delegated Regulation was amended by the Delegated Regulation (EU) 2018/1620 of 13 July 2018 (the "**Amending LCR Delegated Regulation**") which was published on 30 October 2018 in the Official Journal of the European Union, came into force on 19 November 2018 and will apply as from 30 April 2020. Pursuant to the Amending LCR Delegated Regulation, the calculation of the expected liquidity outflows and inflows on repurchase agreements (repos), reverse repurchase agreements (reverse repos) and collateral swaps will be aligned with the international liquidity standard set by the Basel Committee on Banking Supervision; reserves held with third-country central banks will be treated as Level 1 liquid assets in certain circumstances and transactions exposures of securitisations will qualify as Level 2B high quality liquid assets, provided that the securitisation qualifies as a simple, transparent and standardised ("**STS**") securitisation in accordance with the Securitisation Regulation and the requirements set out in Article 13 of the LCR Delegated Regulation are also met.

On 7 December 2017, the oversight body of the Basel Committee, the Group of Central Bank Governors and Heads of Supervision ("**GHOS**"), endorsed the outstanding Basel III post-crisis regulatory reforms published on 11 December 2014 in the "Revisions of the Basel Securitisation Framework", commonly known as "**Basel IV**". The publication concludes the proposals and consultations which continued since 2014 in respect of credit risk, credit value adjust ("**CVA**") risk, operational risk, output floors and leverage ratio. The main aim of the revisions is to reduce excessive variability of risk-weighted assets (RWAs). The reforms encompass the following aspects: revised standardised approach for credit risk, which will improve the robustness and risk-sensitivity of the existing approach, the revisions to the internal ratings-based approach for credit risk, where the use of the most advanced internally modelled approaches for low-default portfolios will be limited, revisions to the CVA framework, including the removal of the internally modelled approach and the introduction of a revised standardised approach for operational risk, which will replace the existing standardised approaches and the advanced measurement approaches. The implementation date of such reforms is 1 January 2022, with the output floor to be phased in from 1 January 2022 to 1 January 2027. At this point it cannot be assessed how (and if) the revised securitisation framework published by the Basel Committee will be transposed into EU and national law.

Any changes of the regulatory regime may have an impact on incentives to hold the Notes for investors that are subject to requirements that follow the revised Framework and, as a result, they may affect the liquidity and/or value of the Notes. Any amendments to the Securitisation Regulation, the CRR, the CRD IV by the Framework or otherwise could affect the risk-based capital treatment of the Notes for investors who are subject to bank capital adequacy requirements under the CRR and relevant national legislation implementing CRD IV and/or requirements that follow or are based on the Framework. Prospective investors and Noteholders should with the assistance of their professional advisors independently assess and determine the suitability of their investments in the Notes for their respective purpose.

It is reasonable to expect further amendments to the Framework, the CRD IV and the CRR and similar requirements to those set out in Article 6 of the Securitisation Regulation in the near and medium term future. The European Systemic Risk Board, established by Regulation (EU) No. 1092/2010 of the European Parliament and of the Council of 24 November 2010 on European Union macro-prudential oversight of the financial system and establishing a European Systemic Risk Board has been mandated under Recital 4 of the Securitisation Regulation to monitor the developments in the securitisation market and its impact on the financial stability in the future and recommended changes to the level of risk retention, if required. There is no assurance that the regulatory capital treatment of the Notes for prospective investors will not be affected by any future change to the Framework, the CRD IV or the CRR. All prospective investors and Noteholders should consult their professional advisers as to the consequences to and effect on them of the application of the Framework and its amendments and any relevant implementing measures. No predictions can be made as to, and the Issuer is not responsible for informing the prospective investors and Noteholders of, the effects of the changes to risk-weighting as a result of implementation of the Framework and its amendments.

— Securitisation Regulation and Simple, Transparent and Standardised Securitisations

On 30 September 2015 the European Commission adopted two legislative proposals in relation to securitisations. One of the legislative proposals includes the above-mentioned CRR Amendment Regulation. The second adopted legislative proposal is a securitisation regulation (the "**Securitisation Regulation**") which includes due diligence, risk retention and transparency rules to be adhered to by institutional investors (as defined in Article 2 (12) therein and including as credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds), and the criteria for so-called "Simple, Transparent and Standardised" ("**STS**") securitisations which aims to distinguish between STS and other securitisation transactions. The Securitisation Regulation and the CRR Amendment Regulation have been adopted by the European Parliament on 12 December 2017 and the Securitisation Regulation apply to all securitisations in the European Union from 1 January 2019, subject to certain grandfathering provisions.

The CRR Amendment Regulation and the Securitisation Regulation specify requirements which are significantly different from the respective requirements as used to be set out in the CRR, the Delegated Regulation 2015/35/EU and similar provisions applicable to other classes of investors contained in EU directives and regulations and other applicable law. Article 1(11) of the CRR Amendment Regulation deletes Part Five (namely, Articles 404 to 410) of the CRR in its entirety and replaces any cross-references to such articles therein with references to Chapter 2 of the Securitisation Regulation. The CRR Amendment Regulation and the Securitisation Regulation affect the compliance position of previously issued transactions and/or the requirements applying to relevant investors in general. The STS Criteria have been enacted very recently and it is therefore unclear in many respects how the STS Criteria are to be interpreted and applied. To assist in the consistent interpretation of the STS Criteria applicable to non-asset-backed commercial paper securitisation on a cross-sectoral basis throughout the European Union, the European Banking Authority (EBA), in accordance with Article 19(2) of the Securitisation Regulation, developed and published its final Guidelines (the "**Non-ABCP STS Guidelines**") on 12 December 2018. The main objective of the Non-ABCP STS Guidelines is to clarify and ensure a common understanding of the STS Criteria, including, without limitation, those related to the expertise of the originator and servicer, the underwriting of standards, exposures in default and credit impaired debtors, and predominant reliance on the sale of assets by all entities involved in the STS securitisation, including originators, original lenders, sponsors, securitisation special purpose entities (SSPEs), investors, competent authorities and third parties verifying STS compliance in accordance with Article 28 of the Securitisation Regulation. This is particularly important as the implementation of the STS Criteria is a prerequisite for the application of a preferential risk weight under the amended capital framework and in light of the severe sanctions imposed by the Securitisation Regulation for negligent or intentional infringement of the STS Criteria. The Non-ABCP STS Guidelines apply as from 15 May 2019.

The Non-ABCP STS Guidelines are interlinked with the regulatory technical standards and implementing technical standards on STS notification (applicable as of 12 November 2019), STS verification services (applicable as of 18 June 2019), securitisation repository – operational standards / registration /registration format application requirements (applicable as of 23 September 2020), homogeneity of the underlying exposures (applicable as of 6 November 2019), disclosure requirements to be made available by the originator, sponsor and SSPE and the format and templates to be used therefore (applicable as of 23 September 2020). While the Non-ABCP STS Guidelines focus on providing guidance on the content of the STS Criteria, the regulatory and implementing technical standards focus on specifying the format for compliance with the STS Criteria and the Securitisation Regulation. The final regulatory and implementing technical standards have been published and adopted by the European Commission but, as of the date hereof, the STS Net Retention RTS (as defined below) remains to be adopted by the European Commission and hence does not yet apply.

Although the Transaction has been structured to comply with the STS Criteria set out in Articles 20, 21 and 22 of the Securitisation Regulation, the Seller has provided the European Securities Markets Authority (ESMA) with a STS notification in respect of the Transaction pursuant to Article 27 of the Securitisation Regulation and the Transaction has been verified by STS Verification International GmbH as satisfying the STS Requirements, there remains considerable uncertainty in how the applicable STS Criteria are to be interpreted and applied as the Securitisation Regulation has only very recently entered into force. Even though STS Verification International GmbH verifies and confirms that the securitisation complies with the STS Requirements, investors are advised that such verification does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. See "— Risks from Reliance on Verification "verified – STS VERIFICATION INTERNATIONAL by STS Verification International GmbH". Institutional investors, may however, to an appropriate extent, rely on the STS notification made by the Seller on whether the STS Requirements have been complied with in respect of the Transaction.

Pursuant to Article 27(1) of the Securitisation Regulation, the originator and the sponsor will jointly notify the European Securities Markets Authority (ESMA) where a securitisation meets the STS Requirements. The STS notification is available for download on the website of the European Securities and Markets Authority (ESMA). A regulatory standard specifying the information that the originator, sponsor and SSPE are required to provide in order to comply with their STS notification requirements was developed and published by the European Securities Markets Authority (ESMA) in accordance with Articles 27(6) and(7) of the Securitisation Regulation. Such regulatory technical standard was adopted by the European Commission by way of the Commission Delegated Regulation (EU) 2020/1226 of 12 November 2019. The European Securities Markets Authority (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, the European Securities and Markets Authority (ESMA) has set up a register on an interim basis under https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation. According to the European Securities and Markets Authority (ESMA), a more established register is to be launched in due course and placed on the dedicated section of its website under https://registers.esma.europa.eu/publication/.

Furthermore, the STS status of the Transaction is not static and there is no guarantee that the Transaction will remain compliant with the STS Criteria throughout its lifetime. Noteholders and potential investors should verify the current status of the transaction on the website of the European Securities and Markets Authority (ESMA). To account for the uncertainty when implementing the STS Criteria, Recital 37 of the Securitisation Regulation provides for a grace period of three months to rectify any errors if the error was made in good faith.

In the case that the Transaction is classified as not complying with the STS Criteria by the relevant competent authorities, such non-compliance could result in various administrative sanctions and/or remedial measures being imposed pursuant to Articles 32 and 33 of the Securitisation Regulation and such sanctions may be payable or reimbursable by the Issuer. The administrative sanctions could include very severe administrative pecuniary sanctions of at least EUR 5 million, of up to 10 % of the total annual net turnover or of at least twice the amounts of the benefit derived from the infringement where that benefit can be determined. The Transaction has not been structured to take any such administrative sanctions into account. Should the Issuer become obliged to reimburse for the payment of any of such administrative sanctions and/or remedial measures, this may adversely affect the redemption of the Notes.

In addition if the Transaction is classified as not complying with the STS Criteria by the relevant competent authorities, investors in the Notes would not benefit from the preferential risk-weighting treatment set out in Articles 260, 262 and 264 of the CRR, resulting in possible higher capital requirements for such investors.

The CRR Amendment Regulation and the Securitisation Regulation have changed the capital charges associated with an investment in the Notes for credit institutions and investment firms as from 1 January 2019. All prospective investors and Noteholders should consult their professional advisers in relation to the capital charges associated in their investment in the Notes and carefully monitor and such capital charges.

Risk Retention and Due Diligence Requirements in the European Union

Pursuant to Article 5 (1)(c) of the Securitisation Regulation an institutional investor (as defined in Article 2(12) therein), other than when acting as an originator, a sponsor or original lender, may hold the credit risk of a securitisation position in its trading book or non-trading book only if the originator, sponsor or original lender of such securitisation position has explicitly disclosed in accordance with Article 7 of the Securitisation Regulation that it will retain, on an ongoing basis, a material net economic interest in the securitised exposures of not less than 5 per cent. in accordance with Article 6 (1) of the Securitisation Regulation. The originator, the sponsor or original lender is directly obliged under Article 6 of the Securitisation Regulation to retain such risk. Under Article 6 (3)(d) of the Securitisation Regulation, a net economic interest may be retained, *inter alia*, by way of retention of a first loss tranche and, if necessary, of other tranches having the same or a more severe risk profile than the tranches transferred or sold to investors and not maturing any earlier than the tranches or transferred or sold to the investors, so that the retention equals in total no less than 5 % of the aggregate nominal value of the securitised exposures.

The requirements concerning the retention of a material net economic interests and other requirements related to exposures to securitisations have been specified in greater detail in the final draft of a regulatory technical standard (the "**STS Net Retention RTS**") prepared by the European Banking Authority (EBA) pursuant to Article 6(7) of the Securitisation Regulation. The STS Net Retention RTS will, *inter alia*, specify the modalities of retaining risk, the measurement of the level of retention, the prohibition of hedging or selling the retained risk and the conditions for retention on a consolidated basis. In particular, Article 10(2) of the STS Net Retention RTS will specify that the level of retention may be reduced over time. In addition the new delegated regulation which will implement the STS Net Retention RTS will ensure, that to the extent feasible, the rules set out in the CRR RTS (as defined below) including, without limitation, Chapter IV (Due diligence requirements for institutions becoming exposed to a securitisation position), Article 21 (Policies for credit granting) and Article 23 (Disclosure of materially relevant data) thereof will continue to apply to all securitisations. Although the final draft of the STS Net Retention RTS was published on 31 July 2018, it still has to be adopted by the European Commission and is not yet applicable as of the date hereof. The regulatory technical standards ("**CRR RTS**") specifying in more concrete terms the requirements under the retention options under the former Article 405 of the CRR which were enacted by way of Art. 3 *et seqq*. of the Commission Delegated Regulation EU No. 625/2014 will be partially repealed and replaced with the enactment of the new delegated regulation implementing the STS Net Retention RTS and only remain fully applicable to certain securitisations the securities of which were issued prior to 1 January 2019.

Before investing in the Notes and during the life of the Transaction, institutional investors are obliged under Article 5 of the Securitisation Regulation to analyse, understand and stress test their securitisation positions and monitor on an ongoing basis in a timely manner performance information on the exposures underlying their securitisation positions. In particular, according to Article 5 of the Securitisation Regulation, institutional investors should consider the risk characteristics of their securitisation positions and of the underlying exposures, analyse all the structural features of the Transaction that can materially impact the performance of the securitisation position, and compliance with the STS Requirements. Pursuant to Article 5(1)(e) of the Securitisation Regulation, institutional investors are now also obliged to verify that all information (including the STS notification, where applicable) required to be disclosed has been disclosed, even where not relevant for diligence procedures. Institutional investors may, to an appropriate extent, rely on the STS notification made by the Seller on the compliance with the STS Requirements in accordance with Article 27 of the Securitisation Regulation. Even if STS Verification International GmbH verifies and confirms that the securitisation complies with the STS Requirements, investors are advised that such verification does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. See "— Risks from Reliance on Verification "verified – STS VERIFICATION INTERNATIONAL" by STS Verification International GmbH".

However, non-compliance with the due diligence obligations set out in Article 5 of the Securitisation Regulation on the part of an institutional investor may result in additional risk weights under the CRR, as elaborated below.

With a view to support compliance with Article 7 of the Securitisation Regulation after the Note Issuance Date, abcbank GmbH (in its capacity as Master Servicer) will prepare monthly Investor Reports wherein relevant information with regard to the Relevant Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller and additional information reasonably required under Article 7 of the Securitisation Regulation. However, there is no assurance that the information provided in the Investor Reports, the retention overviews and such additional information or any reference to the Seller's retention of net economic risk in this Prospectus constitutes sufficient disclosure by the Seller in view of adequately supporting the due diligence investigation on the part of the Noteholders for the purposes of Articles 5 and 6 of the Securitisation Regulation.

With respect to the commitment of the Seller to retain for the life of the transaction a material net economic interest in the securitisation as contemplated by Article 6 of the Securitisation Regulation, the Seller will – pursuant to Article 6(3)(d) of the Securitisation Regulation – retain, on an ongoing basis until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date, Class C Notes in an aggregate principal amount equal to at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Relevant Receivables) as of the Note Issuance Date (the "**Retained Class C Notes**"). The Seller will purchase and acquire the Retained Class C Notes indirectly from the Issuer. Pursuant to the Subscription Agreement, the Seller undertakes to retain the Retained Class C Notes and not to sell and/or transfer them (whether in full or in part) to any third party until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date. The Seller has prepared a table as set out under "DESCRIPTION OF THE POOL" in order to demonstrate that it complies with Article 6 of the Securitisation Regulation. The Retained Class C Notes will have the characteristics set out in the table titled "Retention according to Article 6 of the Securitisation Regulation".

The outstanding balance of the retained exposures may be reduced over time by, *inter alia*, amortisation, allocation of losses or defaults on the Retained Class C Notes. The monthly Investor Reports will also set out monthly confirmation as to the Seller's continued holding of the original retained exposures. There is no assurance that any reference to the Seller's retention of net economic risk in this Prospectus constitutes sufficient disclosure by the Seller in view of adequately supporting the due diligence investigation on the part of the Noteholders for the purposes of Article 5 of the Securitisation Regulation. Non-compliance of the Seller with Articles 5 and 7 of the Securitisation Regulation may also result in additional risk weight and hence negatively affect the price received for, and/or the ability of the Noteholders to sell the Notes in the secondary market.

The CRR provides that where an institution (i.e., a credit institution or an investment firm within the meaning of the CRR) does not meet the requirements set out in Chapter 2 of the Securitisation Regulation in any material respect by reason of the negligence or omission of the institution, the competent authorities shall impose a proportionate additional risk weight of no less than 250 % of the risk weight (the total risk weight being capped at 1250 %) to the relevant securitisation positions. The additional risk weight will progressively increase with each subsequent infringement of the due diligence provisions. The calculation of the additional risk weight has been specified in the Commission Implementing Regulation (EU) No. 602/2014.

In the past, similar risk retention and due diligence requirements to those set out in the former Article 405 *et seqq*. of the CRR were implemented for instance, under Section 5 of Chapter III or "Section 5" of the Commission Delegated Regulation 231/2013 of 19 December 2012 ("**AIFMR**") which supplements the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and the Council of 22 July 2013 on alternative investment fund managers ("**AIFMD**"). The Securitisation Regulation amends some of the retention provisions of the AIFMD with effect as of 1 January 2019 and by way of the definition of "institutional investor" in its Article 2(12)(d) applies to a wider scope of alternative investment fund managers than before, including non-EU alternative investment fund managers which manage or market alternative investment funds into the EU (regardless of the exemptions in Article 3 of the AIFMD) and sub-threshold alternative investment fund managers that have not opted in to the full application of the AIFMD. The exact scope of Article 2(12)(d) of the Securitisation Regulation remains to be clarified by the European Supervisory Authorities in guidances.

Furthermore, Article 135 of the EU directive on the taking up and pursuit of the business of insurance and reinsurance (2009/138/EC) ("**Solvency II**"), as amended by Directive 2014/51/EU ("**Omnibus II**"), imposed similar requirements on insurers and reinsurers authorised in the EU. On 10 October 2014 the European Commission adopted a Delegated Act containing implementing rules for Solvency II which was published in in the Official Journal on 17 January 2015, as Commission Delegated Regulation 2015/35 ("**Solvency II Implementing Regulation**"), and entered into force the following day. Chapter VIII of the Solvency II Implementing Regulation introduced risk retention and due diligence requirements which were similar (but not identical) to those which applied under the former Article 405 of the CRR *et seqq*. To avoid double regulation and ensure clarity, consistency and a level playing field in the securitisation market, the risk retention and due diligence requirements set out in the Solvency II Implementing Regulation have been deleted and replaced with cross-references to the relevant provisions in the Securitisation Regulation by way of the Commission Delegated Regulation (EU) 2018/1221 of 1 June 2018 which came into force on 1 January 2019. Under Article 2(12)(a) and (b) of the Securitisation Regulation insurers and reinsurers are included as institutional investors to which the Securitisation Regulation applies.

Although the retention, due diligence and disclosure requirements may be similar to those which apply under Articles 5, 6 and 7 of the Securitisation Regulation and have to a large extent been aligned to those under the Securitisation Regulation, the requirements under the various regulatory regimes of institutional investors as defined in Article 2(12) of the Securitisation Regulation (collectively, the "**Risk Retention and Due Diligence Rules**") need not be identical, and in particular, but without limitation, additional due diligence obligations may apply.

Each prospective investor and Noteholder is required to independently assess and determine the sufficiency of the information described in this Prospectus for the purposes of complying with the applicable Risk Retention and Due Diligence Rules, in particular, with each of Articles 5 and 6 of the Securitisation Regulation, and any corresponding national measures which may be relevant. Neither the Issuer, the Seller, the Master Servicer, any Lessor, any Sub-Servicer, the Arranger, the Lead Manager nor any other party to the Transaction Documents gives any representation or assurance that such information is sufficient in all circumstances for such purposes. In addition, if and to the extent the Risk Retention and Due Diligence Rules are relevant to any prospective investor and Noteholder, such prospective investor and Noteholder should ensure that it complies with the Risk Retention and Due Diligence Rules in its relevant jurisdiction. Whilst the Securitisation Regulation does not explicitly state to what extent the due diligence required of an institutional investor includes ensuring that the originator, sponsor and securitisation special purpose entity have complied with their respective own due diligence requirements, each prospective Noteholder should satisfy its own due diligence requirements. Prospective Noteholders who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

U.S. Risk Retention

The final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**") came into effect on 24 December 2016 and generally require the "sponsor" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, 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.

The transaction will not involve risk retention by the Seller for the purposes of the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is (a) organised under U.S. law or the law of any State of the United States, (b) a branch (wherever located) of an entity organised under U.S. law or the law of any State in the United States or (c) a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired, directly or indirectly, from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States or any State in the United States.

The Transaction provides that the Notes may not be purchased by Risk Retention U.S. Persons except in accordance with the exemption under Section 20 and with the prior consent of the Lead Manager. Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is different from the definition of U.S. person under Regulation S under the Securities Act and that an investor could be a Risk Retention U.S. Person but not a U.S. person under Regulation S.

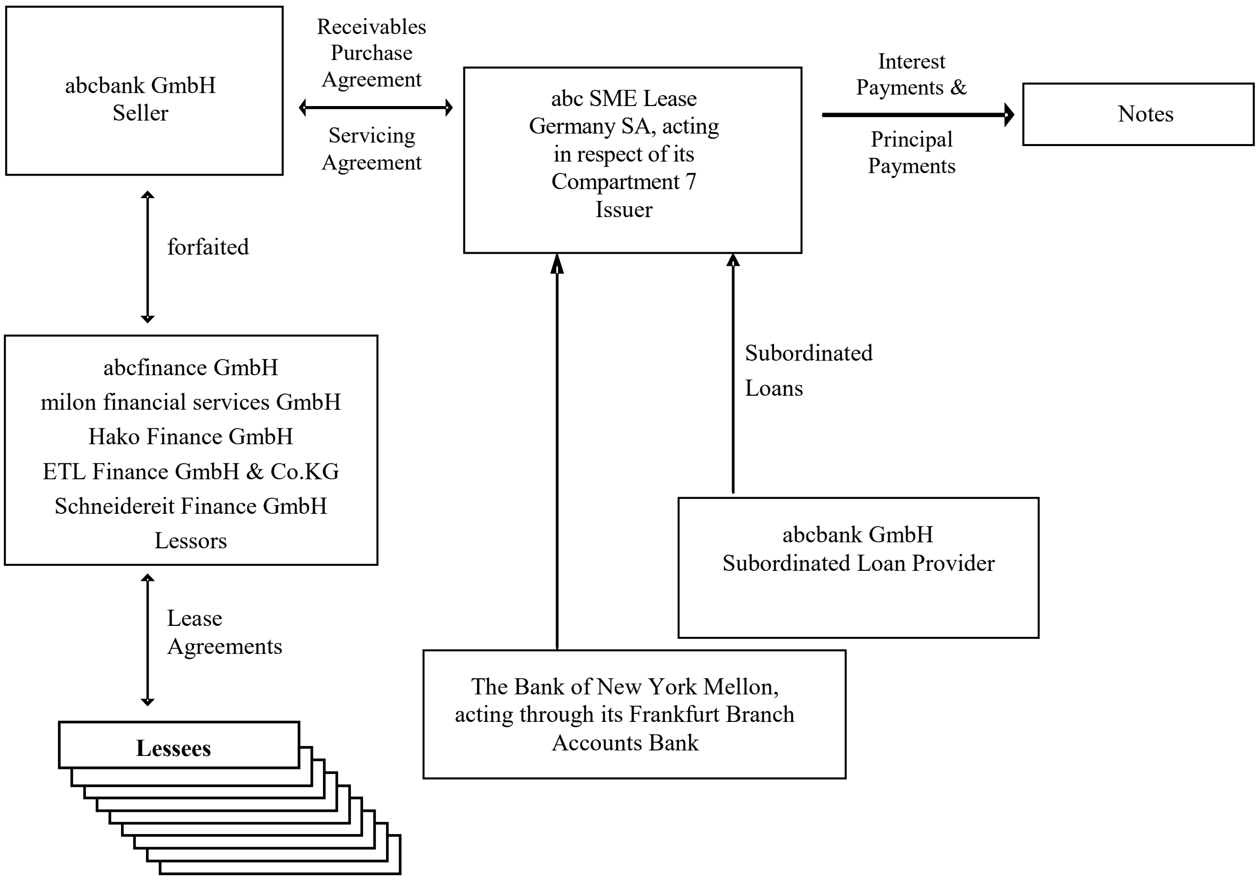
Each investor of the Notes will, by its acquisition of a Note, be deemed, and in certain circumstances will be required, to have made the following representations: that it (1) is not a Risk Retention U.S. Person (unless it has obtained a prior written consent of the Lead Manager, (2) is acquiring such Notes or a beneficial interest in such Notes 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 Risk Retention U.S. Person, and (3) is not acquiring such Notes or a beneficial interest in such Notes 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 evade the 10 % Risk Retention U.S. Person limitation in the exemption provided for under Section 20 of the U.S. Risk Retention Rules).

The consequences of non-compliance with the U.S. Risk Retention Rules are unclear, but investors should note that the liquidity and/or value of the Notes could be adversely affected by any such non-compliance.

TRANSACTION STRUCTURE

Diagrammatic Overview
(as of the close of business on the Note Issuance Date)

This diagrammatic overview of the transaction structure is qualified in its entirety by reference to the more detailed information appearing elsewhere in this Prospectus.



OUTLINE OF THE TRANSACTION

The following outline of the transaction 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 outline of the transaction and the information provided elsewhere in this Prospectus, the latter shall prevail.

The Parties

Issuer

abc SME Lease Germany SA, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg and registered with the Luxembourg trade and companies register under number B178866 and having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg, acting in respect of its Compartment 7; telephone: +352 26 02 491.

Under the Luxembourg Securitisation Law, abc SME Lease Germany SA can segregate its assets, liabilities and obligations into separate compartments (each a "**Compartment**"). The assets of each Compartment are by operation of the Luxembourg Securitisation Law only available to satisfy the liabilities and obligations of abc SME Lease Germany SA which are incurred in relation to such Compartment. The liabilities and obligations of the Issuer incurred or arising in connection with the Notes and the other Transaction Documents (other than the Corporate Administration Agreement), and all matters connected therewith, will only be satisfied or discharged against the assets allocated to Compartment 7. The assets allocated to Compartment 7 will be exclusively available to satisfy the rights of the Noteholders, the other Beneficiaries and the other creditors of the Issuer in respect of the Transaction Documents and all matters connected therewith, and no other creditors of abc SME Lease Germany SA (other than the Corporate Administrator to the extent such rights are related to this transaction) will have any recourse against the assets allocated to Compartment 7. In case of any further securitisation transactions of abc SME Lease Germany SA, the transactions will not be cross-collateralised or cross-defaulted. See "THE ISSUER".

Foundation

Stichting abc SME Lease Germany, a foundation (*Stichting*) established under the laws of The Netherlands with registered office at Barbara Strozzilaan 101, NL-1083 HN Amsterdam, The Netherlands (the "**Foundation**"). The Foundation owns all of the issued shares of abc SME Lease Germany SA. The Foundation does not have any shareholders. See "THE ISSUER".

Compartment 7

Compartment 7 is the seventh Compartment of abc SME Lease Germany SA relating to the Notes to be issued on the Note Issuance Date which has been created by a decision of the board of directors of abc SME Lease Germany SA on 23 September 2020 and to which the Notes, the Relevant Receivables and the Related Collateral will be allocated. abc SME Lease Germany SA will enter into the Transaction Documents (other than the Corporate Administration Agreement) by acting in respect of its Compartment 7. abc SME Lease Germany SA has entered into the Corporate Administration Agreement and will enter into an amendment and restatement thereof. See "THE ISSUER".

Seller

abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany (together with its successors or transferees, "**Seller**"). See "THE SELLER".

Lessors	Each of abcfinance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, milon financial services GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, Hako Finance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, ETL Finance GmbH & Co.KG, Martin-Schmeißer-Weg 14, D-44227 Dortmund, Germany and Schneidereit Finance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany. See "THE LESSORS AND THE SUB-SERVICERS".
Master Servicer	The Relevant Receivables in the Pool will be serviced by abcbank GmbH (together with its successors or transferees, the "**Master Servicer**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement".
Back-Up Servicer	akf bank GmbH & Co KG, Am Diek 50, D-42277 Wuppertal, Germany (the "**Back-Up Servicer**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Back-Up Servicing Agreement".
Security Trustee	Wilmington Trust SP Services (Frankfurt) GmbH, Steinweg 3-5, D-60313 Frankfurt am Main, Germany (the "**Security Trustee**"). See "THE SECURITY TRUSTEE".
Data Trustee	Wilmington Trust SP Services (Dublin) Limited, Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland (the "**Data Trustee**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Data Trust Agreement".
Subordinated Loan Provider	abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany (together with its successors or transferees, the "**Subordinated Loan Provider**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement".
Cash Administrator	Circumference FS (Luxembourg) SA, 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg (the "**Cash Administrator**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Cash Administration Agreement" and "— Accounts Agreement".
Account Bank	The Bank of New York Mellon, acting through its Frankfurt Branch, Friedrich-Ebert-Anlage 49, D-60308 Frankfurt am Main, Germany (the "**Account Bank**"). See "THE ACCOUNTS" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Accounts Agreement".
Corporate Administrator	Circumference FS (Luxembourg) SA, 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg (the "**Corporate Administrator**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Corporate Administration Agreement".
Principal Paying Agent	The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, United Kingdom (the "**Principal Paying Agent**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Agency Agreement".
Lead Manager	Landesbank Baden-Württemberg, Am Hauptbahnhof 2, 70173 Stuttgart, Germany (the "**Lead Manager**"). See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS —

	Subscription Agreement".
Luxembourg Listing Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building – Polaris, 2 - 4 rue Eugene Ruppert, L- 2453 Luxembourg, Luxembourg.
Arranger	Landesbank Baden-Württemberg, Am Hauptbahnhof 2, 70173 Stuttgart, Germany.
Rating Agencies	Fitch Ratings Limited ("**Fitch**") and DBRS Ratings GmbH ("**DBRS**").
The Notes	
The Transaction	See "LEGAL STRUCTURE OF THE TRANSACTION" and "TRANSACTION STRUCTURE".
Classes of Notes	The following Classes of Notes are to be issued on the Note Issuance Date by the Issuer: the EUR 404,800,000 Class A Fixed Rate Amortising Notes due October 2031 (the "**Class A Notes**"), the EUR 20,100,000 Class B Fixed Rate Amortising Notes due October 2031 (the "**Class B Notes**") and the EUR 38,000,000 Class C Variable Rate Amortising Notes due October 2031 (the "**Class C Notes**" together with the Class A Notes and the Class B Notes, the "**Notes**"). See "TERMS AND CONDITIONS OF THE NOTES — Form and Denomination".
Note Issuance Date	16 October 2020
Form and Denomination	Each of the Class A Notes, the Class B Notes and the Class C Notes will initially be represented by a Temporary Global Note, without interest coupons attached. The Temporary Global Note for the Class A Notes will be in the aggregate principal amount of EUR 404,800,000. The Temporary Global Note for the Class B Notes will be in the aggregate principal amount of EUR 20,100,000. The Temporary Global Note for the Class C Notes will be in the aggregate principal amount of EUR 38,000,000. The Temporary Global Note will be exchangeable, as described herein, for a Permanent Global Note. The Global Notes will be deposited with and kept in custody by the respective common safekeepers for both Clearing Systems. The Notes will be transferred in book-entry form only. The Notes will be issued in new global note form and in denominations of EUR 100,000. The Global Notes will not be exchangeable for definitive securities.
Status and Priority	The Notes constitute direct, secured and (subject to Condition 3.2 (*Limited Recourse*) of the terms and conditions of the Notes (the "**Terms and Conditions**") unconditional obligations of the Issuer. 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*) of the Terms and Conditions) the Class A Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Order of Priority. 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 Order of Priority. 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 Order of Priority. See "CREDIT STRUCTURE — Post-Enforcement Order of Priority" and "TERMS AND CONDITIONS OF THE NOTES — Status and Priority".

Prior to the occurrence of an Issuer Event of Default, the Issuer's obligation to make payments of principal of and interest on the Class A Notes, the Class B Notes and the Class C Notes, respectively, rank in accordance with the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority, respectively.

Following the occurrence of an Issuer Event of Default, the Issuer's obligations to make payments of principal of and interest on the Class B Notes and the Class C Notes are subordinated to the Issuer's obligations to make payments of principal of and interest on the Class A Notes in accordance with the Terms and Conditions.

The Issuer's obligations to make payments of principal of and interest on the Class C Notes are subordinated to the Issuer's obligations to make payments of principal of and interest on the Class A Notes and the Class B Notes in accordance with the Terms and Conditions and irrespective of the occurrence of an Issuer Event of Default. The Issuer's obligations to make payments of principal of and interest on the Class B Notes are subordinated to the Issuer's obligations to make payments of principal of and interest on the Class A Notes in accordance with the Terms and Conditions and irrespective of the occurrence of an Issuer Event of Default, see "CREDIT STRUCTURE — Pre-Enforcement Interest Order of Priority" and "— Pre-Enforcement Principal Order of Priority", "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Amortisation" and "— Pre-Enforcement Interest Order of Priority' and "THE MAIN PROVISIONS OF THE TRUST AGREEMENT— Post-Enforcement Order of Priority".

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" and "RISK FACTORS — Risks relating to the Issuer — Liability under the Notes; Limited Recourse".

Replenishment

During the Replenishment Period, the Seller may, at its option, effect a replenishment of the Pool underlying the Notes by offering to sell additional Receivables (the "**Additional Receivables**"), together with the Related Collateral, to the Issuer pursuant to the Receivables Purchase Agreement and subject to certain requirements, the Issuer is obliged to purchase such Additional Receivables, together with the Related Collateral, from the Seller. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase Agreement" and "— Subordinated Loan Agreement".

Replenishment Period

The Replenishment Period will commence on the Note Issuance Date and will end on (i) the Payment Date in October 2022 (inclusive), or (ii) if earlier, on the date on which an Early Amortisation Event occurs (exclusive). See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase Agreement".

Early Amortisation Event

The occurrence of any of the following events prior to the Payment Date in October 2022 (inclusive) shall constitute an Early Amortisation Event:

(i) an Issuer Event of Default;

(ii) a Master Servicer Termination Event;

(iii) the third (3^{rd}) consecutive Payment Date has occurred on which the balance standing to the credit of the Purchase Shortfall Ledger exceeds twenty (20) per cent. of the aggregate outstanding principal amounts (the "**Note Principal Amounts**") of the Notes at such time;

(iv) the Liquidity Reserve Fund is not refilled up to the Required Liquidity Reserve Amount on any Payment Date;

(v) the sum of the amounts out of the Available Principal Distribution Amount to be allocated to items *first* and *second* of the Pre-Enforcement Principal Order of Priority is less than the Replenishment Available Amount as of the related Purchase Date;

(vi) the third (3^{rd}) consecutive Cut-Off Date has occurred on which the Delinquency Ratio, as determined from the most recent three Investor Reports, exceeds 0.65 %; and

(vii) the third (3^{rd}) consecutive Payment Date has occurred on which the Principal Deficiency on the Class C Notes exceeds an amount equal to EUR 500,000; and

(viii) the occurrence of the date specified by the Seller as the date on which the Replenishment Period is to end, provided that the Seller has given at least one (1) month prior written notice to each of the Issuer, the Cash Administrator and the Security Trustee thereof.

See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase Agreement".

Interest

On each Payment Date, interest on each Note is payable monthly in arrears by applying the respective interest rate of such Class of Notes to the Note Principal Amount (as defined in Condition 5.2 (*Note Principal Amount*) of the Terms and Conditions) of such Note. The interest rate for the Class A Notes will be 0.197 % per annum. The interest rate for the Class B Notes will be 1.256 % per annum. The interest rate for the Class C Notes will be variable. See "TERMS AND CONDITIONS OF THE NOTES — Payments of Interest".

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 in relation to the Notes commencing on (and including) the Note Issuance Date and ending on (but excluding) the first Payment Date. See "TERMS AND CONDITIONS OF THE NOTES — Payments of Interest".

Payment Dates

During the Replenishment Period, payments of principal and following the expiration of the Replenishment Period, and interest will be made to the Noteholders on the twentieth (20th) calendar day of each calendar month or, if such day is not a Business Day, the next succeeding day which is a Business Day, provided that no Payment Date shall occur with respect to the Notes after all Notes have been redeemed (each, a "**Payment Date**"). The first Payment Date will be 20 November 2020. No Payment Date with respect to the Notes will occur after all Notes have been fully redeemed.

Scheduled Redemption Date

Unless previously redeemed in full as described herein, each Class of Notes is expected to be redeemed on the Payment Date falling in October 2029 (the "**Scheduled Redemption Date**"). See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Scheduled Redemption Date".

Legal Redemption Date

To the extent not previously redeemed in full as described herein, each Class of Notes will be redeemed on the Payment Date falling in October 2031 (the "**Legal Redemption Date**"), subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) of the Terms and Conditions. The Issuer will be under no obligation to make any payment under the Notes of any Class after the Legal Redemption Date. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Legal Redemption Date".

Amortisation

The amortisation of the Notes will only commence after the expiration of the Replenishment Period. On each Payment Date following the expiration of the Replenishment Period, the Notes will be subject to redemption in part in an amount equal to the amount allocated from the Available Principal Distribution Amount (as defined in Condition 7.2 (*Amortisation*) of the Terms and Conditions) to such payment obligations of the Issuer in accordance with the Pre-Enforcement Principal Order of Priority as calculated prior to the Reporting Date immediately preceding such Payment Date to the redemption of the Notes, sequentially in the following order: first the Class A Notes until full redemption, and thereafter, the Class B Notes until full redemption, and thereafter, the Class C Notes until full redemption, as set out in the Pre-Enforcement Principal Order of Priority. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption the — Amortisation".

Early Amortisation

The Notes will be subject to redemption upon the early expiration of the Replenishment Period if an Early Amortisation Event occurs. See "CERTAIN DEFINITIONS — Early Amortisation Event" and "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption".

Clean-Up Call

Either (i) on any Payment Date on which the Aggregate Outstanding Nominal Amounts of the Relevant Receivables, net of the aggregate Outstanding Nominal Amounts of the Defaulted Receivables; in each case, as of the Cut-Off Date prior to such Payment Date has been reduced to less than 15 % of the aggregate Outstanding Nominal Amounts of the Relevant Receivables, as of the Cut-Off Date prior to the last Payment Date during the Replenishment Period, or (ii) on any Payment Date on which all Notes held by Noteholders which are neither the Seller nor any Affiliate of the Seller have been fully redeemed, the Seller will have, subject to certain requirements, the option under the Receivables Purchase Agreement to repurchase all outstanding Relevant Receivables (together with any Related

Collateral) held by the Issuer, and the Issuer will, upon due exercise of such repurchase option, redeem all (but not some only) of the Notes on the date as of which such option is exercised (the "**Early Redemption Date**"), if the proceeds distributable as a result of such repurchase (together with the balances credited on the Early Redemption Date to the Back-Up Servicing Collection Account and the Transaction Account including the Liquidity Reserve Fund but excluding any balance credited to the Commingling Reserve Fund (if any)) would at least be equal to the then outstanding aggregate principal amounts of all Notes in accordance with the Pre-Enforcement Principal Order of Priority plus accrued but unpaid interest thereon together with all amounts ranking senior to such payments on the Notes according to the Pre-Enforcement Interest Order of Priority. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Early Redemption".

Optional Redemption for Taxation Reasons

In the event that the Issuer is required by a change of law since the Note Issuance Date to deduct or withhold certain taxes with respect to any payment under the Notes, the Notes may, at the option of the Issuer and subject to certain conditions, be fully redeemed in whole but not in part at their then aggregate Note Principal Amounts, together with accrued but unpaid interest (if any) to the date (which must be a Payment Date) fixed for redemption. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption— Optional Redemption for Taxation Reasons".

Taxation

All payments of principal of and interest on 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".

Resolutions 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 may agree by resolution to amend the Terms and Conditions and to decide upon certain other matters regarding the Notes including, without limitation, the appointment or removal of a common representative for the Noteholders of such Class. Resolutions of Noteholders of any Class properly adopted, by vote taken without a meeting in accordance with the Terms and Conditions, are binding upon all Noteholders of such Class. Resolutions which do not provide for identical conditions for all Noteholders of any Class are void, unless Noteholders of such Class 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 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 per cent. or 80 per cent. (as applicable) of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast. See "TERMS AND CONDITIONS OF THE NOTES — Resolutions of Noteholders".

Note Collateral

The obligations of the Issuer under the Notes will be secured by first ranking security interests granted to the Security Trustee for the benefit of the Noteholders and other Beneficiaries in respect of (i) the Issuer's claims under the Relevant Receivables and the Related Collateral acquired by the Issuer pursuant to the Receivables Purchase Agreement, (ii) the Issuer's claims under the other Transaction Documents and (iii) the rights of the Issuer under each Account governed by German law, all of which have been assigned, transferred or pledged to the Security Trustee pursuant to the Trust Agreement (collectively, the "**Note Collateral**").

Upon the Security Trustee obtaining actual knowledge of the occurrence of an Issuer Event of Default, the Security Trustee will enforce or will arrange for the enforcement of the Note Collateral pursuant to the Trust Agreement and any proceeds obtained from such enforcement of the Note Collateral and any balances credited to the Back-Up Servicing Collection Account and the Transaction Account (including any balance credited to the Liquidity Reserve Fund), but excluding any balance on the Commingling Reserve Fund (if any) and any interest earned thereon save to the extent that such balance is drawn upon due to the occurrence and continuance of a Commingling Reserve Event will be applied exclusively in accordance with the Post-Enforcement Order of Priority set out in the Trust Agreement. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. See "THE MAIN PROVISIONS OF THE TRUST AGREEMENT— Post-Enforcement Order of Priority".

The Pool:

Relevant Receivables and Related Collateral

The Pool underlying the Notes consists of lease receivables originated by any of abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH, ETL Finance GmbH & Co.KG and Schneidereit Finance GmbH (collectively, the "**Lessors**" and each, a "**Lessor**) in its ordinary course of business. The Relevant Receivables constitute claims against lessees (the "**Lessees**") under the relevant Lease Agreements, including, but not limited to the outstanding scheduled current instalments, but excluding any claims relating to any Excluded Portions to be paid by the respective Lessees under the relevant Lease Agreements (the "**Lease Instalments**"). "**Excluded Portion**" will mean with respect to each outstanding scheduled current instalment to the extent applicable, any VAT portion, insurance premium portion and maintenance portion as well as any late payment or similar charges relating to such instalment. The Receivables, together with the Related Collateral, were sold and assigned or transferred (as applicable) to the Seller prior to the Note Issuance Date. The Receivables, together with the Related Collateral, will be assigned and transferred to the Issuer pursuant to the Receivables Purchase Agreement and the offer attached thereto as of the Note Issuance Date and Additional Receivables, together with the Related Collateral, may be assigned or transferred as of any Purchase Date during the Replenishment Period at the option of the Seller pursuant to the Receivables Purchase Agreement. The Related Collateral includes, *inter alia*, the security interest in the Lease Objects. Such security interest in the Lease Objects will be transferred for security purposes (*Sicherungsübereignung*) and will secure the existence and validity of the related Relevant Receivables (*Bestands- und Veritätshaftung*) but not the ability of the related Lessees to make payments owed under the Lease Agreements underlying such Relevant Receivable. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase Agreement" and "CREDIT AND COLLECTION POLICIES".

Conditional upon the payment of all Lease Instalments and other amounts due with regard to a Relevant Receivable, the Issuer will re-assign and re-transfer the respective Lease Objects to the Seller. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase Agreement".

Servicing of the Pool

The Relevant Receivables and the Related Collateral will be administered, collected and enforced by the Master Servicer under a servicing agreement (the "**Servicing Agreement**") dated as of 14 October 2020 and in accordance with the Credit and Collection Policies (the "**Credit and Collection Policies**"), or upon termination of the appointment of the Master Servicer, by any substitute servicer upon its appointment or after the Back-Up Servicer Active Date, by the Back-Up Servicer in accordance with a back-up servicing agreement (the "**Back-Up Servicing Agreement**") dated as of 14 October 2020. The Master Servicer will appoint each Lessor as Sub-Servicer to administer, collect and enforce the Relevant Receivables originated by such Lessor, together with the Related Collateral, in accordance with the Servicing Agreement and the Credit and Collection Policies of the Lessors and the Seller. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement", "— Back-Up Servicing Agreement" and "CREDIT AND COLLECTION POLICIES".

Collections

Subject to the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority, the Collections received on the Pool will, during the Replenishment Period, be available for the payment of interest on the Notes and the replenishment of the Pool and after the expiration of the Replenishment Period, for payment of principal of and interest on the Notes and will include, *inter alia*, all cash collections and proceeds received with respect to the Relevant Receivables and the Related Collateral. Further, pursuant to the Receivables Purchase Agreement, the Seller has undertaken to pay to the Issuer the Outstanding Nominal Amount (or the affected portion thereof) of any Relevant Receivable if, *inter alios*, such Relevant Receivable becomes a Disputed Receivable, such Relevant Receivable proves not to have been an Eligible Receivable on the Purchase Date of such Relevant Receivable, such Relevant Receivable is deferred, redeemed or modified or if certain other events occur (each, a "**Deemed Collection**").

Defaulted Receivables

Any Receivable (which is neither a Disputed Receivable nor a Delinquent Receivable) in relation to which (i) an amount of at least any portion of monthly Lease Instalment due and payable under the relevant Lease Agreement remains unpaid for at least one hundred and eighty (180) consecutive calendar days, (ii) the Lessor which originated such Receivable has written-off such Receivable in accordance with the Credit and Collection Policies or (iii) insolvency proceedings have been commenced pursuant to Section 13 of the German Insolvency Code (*Insolvenzordnung*) with respect to the relevant Lessee, unless any such application for insolvency proceedings has been dismissed within thirty (30) days from and excluding the day it is filed (unless dismissed on the ground that the costs of the insolvency proceedings were likely to exceed the assets of such Lessee (*Abweisung mangels Masse*)), constitutes a "**Defaulted Receivable**".

Liquidity Reserve Fund

Prior to the occurrence of an Issuer Event of Default, amounts on a ledger to the Transaction Account which is initially funded by a subordinated loan (the "**Liquidity Reserve Fund Subordinated Loan**") granted to the Issuer by the Subordinated Loan Provider pursuant to the facility under the Subordinated Loan Agreement (the

"**Liquidity Reserve Fund**") will be applied (A), prior to the full redemption of all Notes, (i) to cover any shortfalls which would otherwise arise in respect to items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority, provided that any excess amount over the Required Liquidity Reserve Amount credited to the Liquidity Reserve Fund will be applied to items *eighth* to *tenth* (inclusive) of the Pre-Enforcement Interest Order of Priority and (ii) on the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the balance credited to the Liquidity Reserve Fund will be used to cover any shortfalls which would otherwise arise in respect to items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority and to meet items *eighth, ninth* and *twelfth* of the Pre-Enforcement Interest Order of Priority provided that, (a) any remaining amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount will be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and provided further that (b) any further remaining amount credited to the Liquidity Reserve Fund will be solely applied to item *fourteenth* of the Pre-Enforcement Interest Order of Priority for the repayment of the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider and thereafter to item *fifteenth* of the Pre-Enforcement Interest Order of Priority; or (B), after the full redemption of the Notes, will be applied to meet items *first* to *fourth* (inclusive) and items *eleventh, thirteenth* and *fourteenth* of the Pre-Enforcement Interest Order of Priority. "**Required Liquidity Reserve Amount**" will mean, on the Note Issuance Date and on any Cut-Off Date during the Replenishment Period, an amount equal to EUR 1,500,000 and after the expiration of the Replenishment Period, on each Cut-Off Date preceding a Payment Date, an amount in EUR equal to the higher of EUR 750,000 and 0.324 % of the Aggregate Note Principal Amount as of such Cut-Off Date and provided further that, as of the Cut-Off Date immediately preceding the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the Required Liquidity Reserve Amount will equal to zero.

Upon the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount will be used on each Payment Date to repay the Liquidity Reserve Fund Subordinated Loan in accordance with the Pre-Enforcement Principal Order of Priority.

Commingling Reserve Fund

As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund, will be zero and it is expected that such balance will remain zero throughout the life of the Notes.

Prior to the full redemption of the Class A Notes and the Class B Notes and if the Subordinated Loan Provider has granted to the Issuer pursuant to the subordinated loan facility under the Subordinated Loan Agreement a subordinated loan (the "**Commingling Reserve Fund Subordinated Loan**") in an initial principal amount to be notified to each of the Issuer, the Cash Administrator, the Master Servicer and the Security Trustee, then such amount will be credited to a ledger to the Transaction Account (the "**Commingling Reserve Fund**"). The

Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that a Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes.

In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted, the balance credited to the Commingling Reserve Fund will be applied to cover any shortfalls arising from the occurrence and continuance of a Commingling Reserve Event on a Collection Payment Date. An amount equal to the Commingling Shortfall Collections will be drawn from the Commingling Reserve Fund and prior to the occurrence of an Issuer Event of Default, such drawing will be allocated, to the extent that such Commingling Shortfall Collections constituted Interest Income, to the Available Interest Distribution Amount for application in accordance with the Pre-Enforcement Interest Order of Priority and, to the extent that such Commingling Shortfall Collections constituted Principal Income, to the Available Principal Distribution Amount, for application in accordance with the Pre-Enforcement Principal Order of Priority.

Upon the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event, any remaining balance on the Commingling Reserve Fund will be reduced to zero and used to pay down the Commingling Reserve Fund Subordinated Loan and interest thereon in accordance with the Subordinated Loan Agreement, and such payment will not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority, as applicable, and can be undertaken on any Business Day prior to the immediately following Cut-Off Date including, for the avoidance of doubt, any Business Day which is not a Payment Date.

Upon the full redemption of the Notes and prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount will be used on each Payment Date to repay the Commingling Reserve Fund Subordinated Loan in accordance with the Pre-Enforcement Principal Order of Priority.

Principal Deficiency on the Notes

The Issuer will set up a principal deficiency ledger (the "**Principal Deficiency Ledger**") to provide limited coverage against shortfalls in the payment of principal of the Notes after the expiration of the Replenishment Period as a result of any Relevant Receivables becoming Defaulted Receivables. In the event that any Relevant Receivable becomes a Defaulted Receivable, the principal portion of each Defaulted Receivable will constitute Principal Deficiency on the Class C Notes (to the extent not reduced by an allocation made out of the Available Interest Distribution Amount), and thereafter, once the aggregate amount of Principal Deficiency on the Class C Notes is equal to the then outstanding Class Principal Amount of the Class C Notes, the principal portion of each Defaulted Receivable will constitute Principal Deficiency on the Class B Notes (to the extent not reduced by an allocation made out of the Available Interest Distribution Amount), and thereafter, once the aggregate amount of Principal Deficiency on the Class B Notes is equal to the then outstanding Class Principal Amount of the Class B Notes, the principal portion of each Defaulted Receivable will constitute Principal Deficiency on the Class A Notes (to the extent not reduced by an allocation made out of Available

Interest Distribution Amount). As of each Payment Date prior to the occurrence of an Issuer Event of Default, the Available Interest Distribution Amount will be applied to reduce any Principal Deficiency on the Class A Notes, on the Class B Notes and on the Class C Notes (together, the "**Principal Deficiency on the Notes**"), in each case in accordance with the Pre-Enforcement Interest Order of Priority. The amounts so reducing the Principal Deficiency on the Notes will be applied to redeem the Class A Notes, the Class B Notes and the Class C Notes, in this order sequentially, on each Payment Date. See "CREDIT STRUCTURE — Principal Deficiency on the Notes" and "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Amortisation".

Issuer's Sources of Income

The following amounts will be used by the Issuer to pay interest on the Notes and, after the expiration of the Replenishment Period, interest on and principal of the Notes and to pay any amounts due to the other creditors of the Issuer, including, without limitation, to the Seller the aggregate Purchase Prices for Additional Receivables, together with the Related Collateral, during the Replenishment Period: (i) all Collections, certain other payments and any Deemed Collections received under or with respect to the Relevant Receivables and the Related Collateral pursuant to the Receivables Purchase Agreement and/or the Servicing Agreement, (ii) all amounts of interest earned on the euro denominated interest-bearing transaction account of the Issuer (including any ledger thereto other than the Commingling Reserve Fund) (the "**Transaction Account**"), and (iii) all other amounts which constitute the Available Interest Distribution Amount and which have not been mentioned in (i) and (ii) above.

Ratings

The Class A Notes are expected on issue to be assigned an AA (low) (sf) rating by DBRS and an AA sf rating by Fitch. Neither the Class B Notes nor the Class C Notes are expected to be rated by DBRS or by Fitch.

Approval, Listing and Admission to Trading

The Luxembourg financial sector regulator (*Commission de Surveillance du Secteur Financier*), as competent authority under the Prospectus Regulation, has approved the prospectus for the purposes of the Prospectus Regulation. The Luxembourg financial sector regulator only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is the subject of this Prospectus nor be considered as an endorsement of the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus the Commission de Surveillance du Secteur Financier assumes no responsibility as to the economic or financial soundness of this transaction or the quality and solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes. The Notes will be admitted to trading on the regulated market 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 on the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange amounts to be approximately EUR 6,500 and will be paid by the Seller. If application is made for the Notes to be listed on any other stock exchange at any time, the direct cost of such listing will be paid by the Seller.

Clearing Systems

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

Governing Law	The Notes will be governed by, and construed in accordance with, the laws of Germany. The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 concerning commercial companies, as amended will not apply to the Notes.
Transaction Documents	The Receivables Purchase Agreement, the Servicing Agreement, the Back-Up Servicing Agreement, any substitute servicing agreement, the Trust Agreement, the Cash Administration Agreement, the Accounts Agreement, the Corporate Administration Agreement, the Subordinated Loan Agreement, the Data Trust Agreement, the Notes, the Agency Agreement, the Subscription Agreement and any amendment agreement or termination agreement relating to those agreements. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS".

LEGAL STRUCTURE OF THE TRANSACTION

The following paragraphs contain a brief overview of the genesis of the portfolio of lease receivables to be securitised and the legal structure of this securitisation. This overview is necessarily incomplete and prospective investors are urged to read the entire Prospectus carefully for more detailed information thereto.

The purpose of this transaction is to issue Notes in order to securitise the Pool of Receivables in a manner which exposes the Noteholders to the credit risk of the Lessees, but neither to the credit risk of the Seller which sold such Receivables to the Issuer nor to the credit risk of any Lessor which originated such Receivables (see, however, "RISK FACTORS – Risks relating to the Legal Structure").

As regards the current portfolio of Receivables (and the related Lease Objects) the following legal transactions have been effected in the past without any connection to the consummation of this securitisation:

Each Receivable to be sold and assigned by the Seller to the Issuer was originated by a Lessor and forfaited to the Seller and results from a Lease Agreement between such Lessor as lessor and a Lessee and relates to certain Lease Objects initially acquired by such Lessor.

Now, in order to realise this securitisation the following legal transactions are entered into:

On the Note Issuance Date, the Seller sells, assigns and transfers the Receivables forfaited to it by the respective Lessor, together with the Related Collateral, to the Issuer pursuant to the Receivables Purchase Agreement. As collateral for its obligations under the Receivables Purchase Agreement, the Data Trust Agreement and the Servicing Agreement, the Seller transfers title to the Lease Objects which are the subject of the Receivables for security purposes (*Sicherungsübereignung*) to the Issuer. In addition, the Seller assigns, transfers or creates a security interest over the Related Collateral (other than such Lease Objects) pertaining to such Receivables to the Issuer on the Note Issuance Date as security for the fulfilment of the obligations of the Lessees which owe the Receivables to which such Related Collateral relates, but only insofar as such Related Collateral was granted as security for the payment of such Receivables. To fund its obligation to pay an aggregate amount equal to the aggregate Purchase Prices for the Receivables (together with the Related Collateral) to the Seller on the Note Issuance Date, the Issuer issues the Notes at their respective Issue Prices and transfers the net note proceeds to the Seller.

During the Replenishment Period the Seller will have to option to sell and assign Additional Receivables forfaited to it by the respective Lessor, together with the Related Collateral, to the Issuer pursuant to the Receivables Purchase Agreement on the Purchase Date of such Receivables. As collateral for its obligations under the Receivables Purchase Agreement, the Data Trust Agreement and the Servicing Agreement, the Seller will transfer title to the Lease Objects which are the subject of the Additional Receivables for security purposes (*Sicherungsübereignung*) to the Issuer on such Purchase Date. In addition, the Seller will assign, transfer or create a security interest over the Related Collateral (other than such Lease Objects) pertaining to such Additional Receivables to the Issuer on such Purchase Date as security for the fulfilment of the obligations of the Lessees which owe the Receivables to which such Related Collateral relates, but only insofar as such Related Collateral is granted as security for the payment of such Receivables. To fund its obligation to pay an amount equal to the aggregate Purchase Prices for the Additional Receivables (together with the Related Collateral) on such Purchase Date, the Issuer will use the amount allocated out of the Available Principal Distribution Amount to item *first* of the Pre-Enforcement Principal Order of Priority in accordance with the Receivables Purchase Agreement on such Purchase Date.

On the Note Issuance Date and each subsequent Purchase Date, to secure its obligations *vis-à-vis* the Noteholders, the Issuer assigns and transfers the Relevant Receivables and the Related Collateral for security purposes pursuant to the Trust Agreement to the Security Trustee, which holds the Relevant Receivables and the Related Collateral for the benefit and the interest of, *inter alios*, the Noteholders. The purpose of such arrangement is that, even if the Seller or the Issuer becomes insolvent, the Security Trustee can collect or have collected the Relevant Receivables and the Related Collateral when due (to the extent any insolvency administrator of such Seller or the Issuer would not be entitled to enforce the Relevant Receivables and deduct certain fees and costs before forwarding the proceeds of such enforcement to the Security Trustee) and use or have used the proceeds resulting from such enforcement to make payments to the Noteholders in accordance with the Post-Enforcement Order of Priority.

Each Receivable to be acquired on the Note Issuance Date and arising from a Lease Agreement is currently serviced by the Lessor which originated such Receivables. The Master Servicer and the Seller have entered into the Servicing Agreement with the Issuer pursuant to which the Master Servicer will, in the interest and for the account of the Issuer, appoint each Lessor as Sub-Servicer to continue to service, administer and enforce such Relevant Receivables originated by such Lessor and the Related Collateral. The Additional Receivables and the Related Collateral to be purchased by the Issuer on any Purchase Date during the Replenishment Period after the Note Issuance Date will also be serviced, administered and enforced by the Servicers acting in the interest and for the account of the Issuer in accordance with the Servicing Agreement.

CREDIT STRUCTURE

Lease Interest Rate

The Receivables purchased by the Issuer are based on the Lease Agreements under which monthly instalments, payable in advance, are required. However, each instalment is comprised of a portion allocable to interest and a portion allocable to principal under the lease. The interest component is calculated by application of the interest rate related to the applicable Lease Agreement to the sum of the financing amount. In general, the interest portion of each instalment decreases in proportion to the principal portion over the term of the Lease Agreement whereas towards the end of the term a greater part of each monthly instalment is allocated to the principal.

Cash Collection Arrangements

Payments of Lease Instalments (excluding any Excluded Portion) by the Lessees under the Relevant Receivables are due, in advance, on a monthly basis, in accordance with the terms of the relevant Lease Agreement (as applicable). Payments directly transferred on the basis of direct debit (*Lastschrifteinzug*) authorisations to a Lessor Collection Account held by the related Lessor with an account bank governed by German law will then be transferred by the Sub-Servicer 1, acting on behalf of the Lessors, to the Transaction Account on the next Collection Payment Date in accordance with the Servicing Agreement, provided that such Collections were actually received prior to such Collection Payment Date and unless the respective claim of the Issuer against such Lessor for payment of such Collections is set-off by such Lessor against any claim arising from the receipt by the Issuer of any amount from a Lessee which amount is required to be repaid by such Lessor to the relevant Lessee on account of a refund for an unauthorised direct debit and such set-off has been notified to the Sub-Servicer 1 or the Master Servicer, acting on behalf of the Issuer. Such payment will not be subject to any order of priority. No other set-off by any Lessor will be permitted. Pursuant to Servicing Agreement, the Sub- Servicer 1 will transfer from the Lessor Collection Accounts, or, if such Collections have not yet been actually received on the Lessor Collection Accounts of any Lessor but such Lessor assumes, based on information available to it, that such scheduled Collections will be received within such Reporting Period, forward an advance in such amount (in each case, a "**Collection Advance**") from the related Lessor to the Transaction Account an aggregate amount of at least 80 % of the Collections scheduled to be received in a Reporting Period on the Lessor Collection Accounts prior to or on the second Business Day after the Cut-Off Date on which such Reporting Period commences. The Master Servicer will notify each of the Issuer and the Cash Administrator in writing (including, without limitation, by email) if and to the extent the Collections corresponding to a Collection Advance transferred to the Transaction Account were not actually received on any Lessor Collection Account at any time during such Reporting Period and of the amount of such shortfall due to any Lessor. The Cash Administrator, acting on behalf of the Issuer, will retransfer to each Lessor an amount equal to the related shortfall on the immediately following Payment Date and such retransfer will not be subject to any order of priority. see "THE ACCOUNTS" and "OUTLINE OF THE OTHER TRANSACTION DOCUMENTS — Servicing Agreement — Cash Collection Arrangements" and "— Receivable Purchase Agreement".

However, some Lessees pay the Lease Instalments due (*Eigenzahler*) to an account of the related Lessor which is a Self-Payment Collection Account. In addition, any Lessees might revoke the direct debit authorisation. In this case, the respective Lessee would be obliged to pay due Lease Instalments to the related Lessor.

Under the Servicing Agreement, the Master Servicer (acting on behalf of and in the name of the Seller) will ensure that each Lessor in its capacity as Sub-Servicer will credit all Collections together with the Lease Instalments which were directly received by such Sub-Servicer on a Self-Payment Collection Account of such Lessor or otherwise (but not to a Lessor Collection Account of such Lessor) to such Self-Payment Collection Account. The Master Servicer will debit such Collections from such Self-Payment Collection Account of such Lessor on the Business Day immediately following each Cut-Off Date, credit such Collections to its Self-Payment Collection Account and transfer such Collections to the Transaction Account on the next Direct Payments Transfer Date, provided that such Collections were received by the related Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. If such Collections are not received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date, the Master Servicer will transfer such amount back to such Self-Payment Collection Account held by such Lessor.

Likewise, the Master Servicer (acting on behalf of and in the name of the Seller) will ensure that Collections in respect of Defaulted Receivables or Delinquent Receivables directly paid to the related Lessor on a Self-Payment

Collection Account of such Lessor or otherwise (but not to a Lessor Collection Account of such Lessor) will be credited by such Lessor in its capacity as Sub-Servicer to such Self-Payment Collection Account. The Master Servicer will debit such Collections from such Self-Payment Collection Account of such Lessor on the Business Day immediately following each Cut-Off Date, credit such Collections to its Self-Payment Collection Account and transfer such Collections to the Transaction Account on the next Direct Payments Transfer Date, provided that such Collections were received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. If such Collections are not received by such Sub-Servicer prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date, the Master Servicer will transfer such amount back to such Self-Payment Collection Account held by such Lessor. In each such case, such transfer on the Direct Payments Transfer Date will be subject to the respective claim of the Issuer against the related Lessor for payment of such Collections which is set off by such Lessor against any claim arising from the receipt by the Issuer of any amount from a Lessee which amount is required to be repaid by such Lessor to the relevant Lessee on account of a refund for an unauthorised direct debit. No other set-off by any Lessor will be permitted.

Each Lessor or Sub-Servicer will identify all Collections paid into any Collection Account of such Lessor as either principal or interest and if applicable, as Collections relating to Defaulted Receivables or Delinquent Receivables and if applicable, identify any as Commingling Shortfall Collections and inform the Master Servicer thereof. See "– Commingling Reserve Fund". The Seller or the Master Servicer will forward such information to the Cash Administrator without undue delay. See "– Commingling Reserve Fund".

Any Excluded Portion of each Lease Instalment and any other amounts which do not constitute Collections directly transferred to the Transaction Account will be repaid by the Cash Administrator, acting on behalf of the Issuer, to the related Lessor on the next Collection Payment Date after receipt of such Excluded Portion or such other amount on the Transaction Account in accordance with the Cash Administration Agreement (unless, to the extent that the Excluded Portion relates to VAT portion, the Issuer would be held liable for VAT not paid by the related Lessor and may therefore set-off its respective reimbursement claim against such Lessor's claim to repay any VAT portion). None of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority will apply to such repayments.

Available Interest Distribution Amount

The Available Interest Distribution Amount (as defined in Appendix A (*Certain Definitions*) to the Terms and Conditions) will be calculated by the Master Servicer prior to each Reporting Date with respect to the Reporting Period ending on the Cut-Off Date immediately preceding such Reporting Date for the purpose of determining, *inter alia*, the amount to be applied to the reduction of any Principal Deficiency on the Notes and the amount of interest to be paid on the outstanding Subordinated Loans on the Payment Date immediately following such Cut-Off Date. See "CERTAIN DEFINITIONS — Available Interest Distribution Amount". The Available Interest Distribution Amount will be applied on each Payment Date in accordance with the Pre-Enforcement Interest Order of Priority set out in Condition 7.7 (*Pre-Enforcement Interest Order of Priority*) of the Terms and Conditions.

The amounts to be applied in accordance with the Pre-Enforcement Interest Order of Priority 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 from the Master Servicer in accordance with the Servicing Agreement will vary during the life of the Notes as a result of the level of delinquencies, defaults, repayments and prepayments in respect of the Relevant Receivables and will also depend upon the volume of Additional Receivables, together with the Related Collateral, purchased by the Issuer during the Replenishment Period. The effect of such variations could lead to drawings, and the replenishment of such drawings, from the Liquidity Reserve Fund. The amount of Collections received by the Issuer under the Servicing Agreement will vary during the life of the Notes as a result of the occurrence of a Master Servicer Termination Event or the occurrence and continuance of a Commingling Reserve Event. The occurrence and continuance of a Commingling Reserve Event could lead to drawings from the Commingling Reserve Fund. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Subordinated Loan Provider in its sole discretion has the option, but not the obligation, to grant a Commingling Reserve Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date pursuant to the subordinated loan facility under the Subordinated Loan Agreement. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. See "— Liquidity Reserve Fund" and "— Commingling Reserve Fund" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Subordinated Loan Agreement".

Pre-Enforcement Interest Order of Priority

Prior to the occurrence of an Issuer Event of Default, the Available Interest Distribution Amount as determined by the Master Servicer will, pursuant to the Terms and Conditions and the Cash Administration Agreement, be applied by the Cash Administrator on each Payment Date to all items in the Pre-Enforcement Interest Order of Priority as set out in Condition 7.7 (*Pre-Enforcement Interest Order of Priority*) of the Terms and Conditions. The amount of interest payable on the Notes on each Payment Date will depend notably on the amount of Collections received by the Issuer during the Reporting Period immediately preceding such Payment Date to the extent these constitute Interest Income and certain costs and expenses of the Issuer. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption— Pre-Enforcement Interest Order of Priority" and "— Replenishment and Redemption — Amortisation".

Payments to satisfy amounts due to third parties (other than pursuant to the Transaction Documents) and payable in connection with the Issuer's business as well as certain payments owed by the Issuer to the Seller under the Receivables Purchase Agreement may be made from the Transaction Account other than on a Payment Date and such payments are not subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority, as applicable. In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event and prior to the occurrence of an Issuer Event of Default, any balance credited to the Commingling Reserve Fund will be applied, to the extent it has not been applied to the repayment of the Commingling Reserve Fund Subordinated Loan, as interest on the Commingling Reserve Fund Subordinated Loan and such payments can be paid on any Business Date and are not subject to either the Pre-enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority, respectively. Prior to the full redemption of the Notes and the occurrence of an Issuer Event of Default, the balance credited to the Liquidity Reserve Fund will be applied to cover shortfalls which would otherwise arise in respect to items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority and any excess balance over the Required Liquidity Reserve Amount credited to the Liquidity Reserve Fund will be applied to items *eighth* to *tenth* (inclusive) of the Pre-Enforcement Interest Order of Priority. On the final Payment Date of the Notes and prior to the occurrence of an Issuer Event of Default, any balance credited to the Liquidity Reserve Fund will be applied to items *first* to *ninth* (inclusive) and item *twelfth* of the Pre-Enforcement Interest Order of Priority, provided that, (a) any remaining amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount will be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and provided further that (b) any further remaining amount credited to the Liquidity Reserve Fund will be solely applied to item *fourteenth* of the Pre-Enforcement Interest Order of Priority for the repayment of the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider and thereafter to item *fifteenth* of the Pre-Enforcement Interest Order of Priority. After the full redemption of the Notes, any balance credited to the Liquidity Reserve Fund will be applied to meet items *first* to *fourth* (inclusive) and items *eleventh, thirteenth* and *fourteenth* of the Pre-Enforcement Interest Order of Priority.

Available Principal Distribution Amount

Prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount (as defined in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions) as of any Cut-Off Date will be calculated prior to the Reporting Date immediately following such Cut-Off Date by the Master Servicer with respect to the Reporting Period ending on such Cut-Off Date for the purpose of determining (i) prior to the expiration of the Replenishment Period, the amount to applied to the purchase of Additional Receivables, (ii) after the expiration of the Replenishment Period and prior to the redemption of all Notes the amount to be applied in redeeming the Notes and (iii) after the expiration of the Replenishment Period and after the full redemption of all Notes, the amount to be applied to the repayment of the Subordinated Loans and any excess amount to be applied to the Available Interest Distribution Amount. The Available Principal Distribution Amount will be applied on each Payment Date in accordance with Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions which sets out the Pre-Enforcement Principal Order of

Priority. The amount of principal payable under the Notes on each Payment Date will vary during the life of the transaction as a result of the amount of Collections received by the Issuer during the Reporting Period immediately preceding the relevant Payment Date, to the extent these constitute Principal Income, and the portion of the Available Interest Distribution Amount applied in reduction of any Principal Deficiency on the Notes in accordance with the Pre-Enforcement Interest Order of Priority. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Amortisation" and "— Principal Deficiency on the Notes."

Pre-Enforcement Principal Order of Priority

Prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount as determined by the Master Servicer will, pursuant to the Terms and Conditions and the Cash Administration Agreement, be applied by the Cash Administrator on each Payment Date to all items in the Pre-Enforcement Principal Order of Priority as set out in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions. The amount of principal payable with respect to the Notes on each Payment Date after the expiration of the Replenishment Period will depend notably on the amount of Collections received by the Issuer during the Reporting Period immediately preceding such Payment Date to the extent these constitute Principal Income. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Amortisation".

Most repayments of the Subordinated Loans will be made out of the Available Principal Distribution Amounts on each Payment Date as applied in accordance with the Pre-Enforcement Principal Order of Priority. In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event and prior to the occurrence of an Issuer Event of Default, any balance credited to the Commingling Reserve Fund will be applied to the repayment of the Commingling Reserve Fund Subordinated Loan. Any additional excess amount credited to the Commingling Reserve Fund will be applied as interest payments on the Commingling Reserve Fund Subordinated Loan. Such payments can be paid on any Business Date and are not subject to either the Pre-enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority, respectively.

Post-Enforcement Order of Priority

Upon the Security Trustee obtaining actual knowledge of the occurrence of an Issuer Event of Default and having notified each Noteholder and each other Beneficiary thereof in accordance with Clause 19.1 of the Trust Agreement, the distributions of interest on and principal of the Notes will be due and payable on each Payment Date exclusively from the balances standing to the credit to the Back-Up Servicing Collection Account (if applicable) and the Transaction Account (including any balance on the Liquidity Reserve Fund for as long as the Class A Notes and the Class B Notes have not been fully redeemed but excluding any balance on the Commingling Reserve Fund (if any) and any interest thereon save to the extent that such balance is drawn upon due to the occurrence and continuance of a Commingling Reserve Event for as long as the Class A Notes and the Class B Notes have not been fully redeemed, see "— Cash Collection Arrangements") and the proceeds from the Note Collateral in accordance with the Post-Enforcement Order of Priority. The amount of interest payable on the Notes on each Payment Date will depend notably on the amount of Collections received by the Issuer during the Reporting Period immediately preceding such Payment Date, and certain costs and expenses of the Issuer. The amount of principal payable under the Notes on each Payment Date will vary during the life of the transaction as a result of the level of Collections received.

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 or, in the case of enforcement of the Note Collateral, by the Security Trustee will be paid in accordance with the Post-Enforcement Order of Priority set out in Clause 23.2 of the Trust Agreement. See "THE MAIN PROVISIONS OF THE TRUST AGREEMENT — Post-Enforcement Order of Priority".

In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event and after the occurrence of an Issuer Event of Default, any balance credited to the Commingling Reserve Fund will be applied to the repayment of the Commingling Reserve Fund Subordinated Loan. Any additional excess amount credited to the Commingling Reserve Fund, will be applied as interest payments on the Commingling Reserve Fund Subordinated Loan. Such payments can be paid on any Business Date and are not subject to the Post-Enforcement Order of Priority.

Liquidity Reserve Fund

As of the Note Issuance Date and on any Cut-Off Date during the Replenishment Period, an amount of EUR 1,500,000 will be credited to the Liquidity Reserve Fund as Required Liquidity Reserve Amount. Such amount will be granted on the Note Issuance Date by the Subordinated Loan Provider in the form of the Liquidity Reserve Fund Subordinated Loan pursuant to the subordinated loan facility under the Subordinated Loan Agreement. Prior to the occurrence of an Issuer Event of Default and prior to the full redemption of all Notes, the amount credited to the Liquidity Reserve Fund will be allocated to the Available Interest Distribution Amount on the Cut-Off Date immediately preceding any Payment Date to meet items *first* to *seventh* in the Pre-Enforcement Interest Order of Priority on such Payment Date to cover any shortfalls which would otherwise arise in respect of such items.

If and to the extent that the Available Interest Distribution Amount on any Cut-Off Date exceeds the amounts required to meet the items ranking senior than item *seventh* in the Pre-Enforcement Interest Order of Priority, the excess amount will be applied to item *seventh* in the Pre-Enforcement Interest Order of Priority to credit, or if a drawing has been made, to replenish, the Liquidity Reserve Fund until the balance credited to the Liquidity Reserve Fund equals the Required Liquidity Reserve Amount. Any additional excess amount above the Required Liquidity Reserve Amount credited to the Liquidity Reserve Fund will be applied to items *eighth* to *tenth* (inclusive) of the Pre-Enforcement Interest Order of Priority. On the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the balance credited to the Liquidity Reserve Fund will be used to mitigate any shortfalls in payments due under items *first* to *seventh* (inclusive) and also be applied to meet items *eighth*, *ninth* and *twelfth* of the Pre-Enforcement Interest Order of Priority provided that, (i) any excess amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount will be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and (ii) any additional remaining amount credited to the Liquidity Reserve Fund will be solely applied to item *fourteenth* of the Pre-Enforcement Interest Order of Priority and thereafter, to item *fifteenth* of the Pre-Enforcement Interest Order of Priority. After the full redemption of the Notes, any balance credited to the Liquidity Reserve Fund will be applied to meet items *first* to *fourth* (inclusive) and items *eleventh, thirteenth* and *fourteenth* of the Pre-Enforcement Interest Order of Priority.

Pursuant to the Terms and Conditions, the Required Liquidity Reserve Amount will, as of each Cut-Off Date after the expiration of the Replenishment Period, equal an amount in EUR equal to the higher of (i) EUR 750,000 and (ii) 0.324 % of the Aggregate Note Principal Amount as of such Cut-Off Date and provided further that, as of the Cut-Off Date immediately preceding the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date),* Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the Required Liquidity Reserve Amount will equal to zero.

Upon the full redemption of the Notes and prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount will be used on each Payment Date to repay the Liquidity Reserve Fund Subordinated Loan in accordance with the Pre-Enforcement Principal Order of Priority. After the occurrence of an Issuer Event of Default, the balance credited to the Reserve Fund will be allocated to the Credit for application to the items in the Post-Enforcement Order of Priority in accordance with the Trust Agreement.

See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement" and "THE TERMS AND CONDITIONS OF THE NOTES".

Commingling Reserve Fund

As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes.

Pursuant to the subordinated loan facility under the Subordinated Loan Agreement the Subordinated Loan Provider in its sole discretion, has the option, but not the obligation to grant to the Issuer a Commingling Reserve Fund

Subordinated Loan in an initial principal amount to be notified to each of the Issuer, the Cash Administrator, the Master Servicer and the Security Trustee. Such amount would be credited to the Commingling Reserve Fund. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted to the Issuer pursuant to the subordinated loan facility under the Subordinated Loan Agreement and prior to the full redemption of the Class A Notes and the Class B Notes and following the occurrence and continuance of a Commingling Reserve Event on a Collection Payment Date, the amount credited to the Commingling Reserve Fund will be drawn prior to or on the Payment Date immediately following such Collection Payment Date in an amount equal to the Commingling Shortfall Collections as of the Cut-Off Date prior to such Payment Date. Prior to the occurrence of an Issuer Event of Default, such amount will be allocated, to the extent that such Commingling Shortfall Collections constituted Interest Income, to the Available Interest Distribution Amount for application in accordance with the Pre-Enforcement Interest Order of Priority and, to the extent that such Commingling Shortfall Collections constituted Principal Income, to the Available Principal Distribution Amount, for application in accordance with the Pre-Enforcement Principal Order of Priority. After the occurrence of an Issuer Event of Default and prior to the full redemption of the Class A Notes and the Class B Notes, such amount will be allocated to the Credit for application to the items in the Post-Enforcement Order of Priority in accordance with the Trust Agreement following the occurrence and continuance of a Commingling Reserve Event in an amount equal to the relevant Commingling Shortfall Collections.

In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and upon the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) occurrence of the No Commingling Risk Event, any remaining balance credited to the Commingling Reserve Fund will be reduced to zero by paying down the Commingling Reserve Fund Subordinated Loan in accordance with the Subordinated Loan Agreement. Any additional excess amounts on the Commingling Reserve Subordinated Fund will be applied as interest payments on the Commingling Reserve Fund Subordinated Loan. Such payment will not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority, as applicable, and can be undertaken on any Business Day prior to the immediately following Cut-Off Date, including, for the avoidance of doubt, any Business Day which is not a Payment Date.

In the unlikely event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and upon the full redemption of the Class A Notes and the Class B Notes and prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount will be used on each Payment Date to repay the Commingling Reserve Fund Subordinated Loan in accordance with the Pre-Enforcement Principal Order of Priority.

See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement" and "THE TERMS AND CONDITIONS OF THE NOTES".

Principal Deficiency on the Notes

The Issuer will record any Principal Deficiency on the Notes (i.e. principal losses in respect of Relevant Receivables which have become Defaulted Receivables) on a ledger, the Principal Deficiency Ledger comprising three sub-ledgers, a first sub-ledger with respect to Principal Deficiency on the Class A Notes (i.e., those principal losses which relate to the Class A Notes), a second sub-ledger with respect to Principal Deficiency on the Class B Notes (i.e., those principal losses which relate to the Class B Notes) and a third sub-ledger with respect to Principal Deficiency on the Class C Notes (i.e., those principal losses which relate to the Class C Notes).

Any Principal Deficiency on the Notes will constitute Principal Deficiency on the Class C Notes so long as the balance on the sub-ledger of the Principal Deficiency Ledger relating to the Class C Notes is less than the then outstanding Class C Principal Amount. Thereafter, any Principal Deficiency on the Notes will constitute Principal Deficiency on the Class B Notes so long as the balance on the sub-ledger of the Principal Deficiency Ledger relating to the Class B Notes is less than the then outstanding Class B Principal Amount. Thereafter, any Principal Deficiency on the Notes will constitute Principal Deficiency on the Class A Notes.

A portion of the Available Interest Distribution Amount as of each Cut-Off Date prior to the occurrence of an Issuer Event of Default will be applied on the immediately following Payment Date to reduce any Principal Deficiency on the Class A Notes, any Principal Deficiency on the Class B Notes and any Principal Deficiency on the Class C Notes, respectively, subject to the availability of funds in accordance with the Pre-Enforcement Interest Order of Priority. Any such amounts reducing the Principal Deficiency on the Notes will form part of the Principal Available Amount payable on the Class A Notes, the Class B Notes and the Class C Notes, in this order sequentially, on the Payment Date immediately following such Cut-Off Date.

Credit Enhancement

The Class A Notes have the benefit of credit enhancement provided through the subordination, both as to payment of interest and principal and on enforcement of the Note Collateral, of the Class B Notes and of the Class C Notes and provided through the Liquidity Reserve Fund (but only with respect to interest payments on the Class A Notes, save for the final Payment Date and on any prior Payment Date but only if and to the extent that the balance credited to the Liquidity Reserve Fund exceeds the Required Liquidity Reserve Amount by way of credit to reduce any Principal Deficiency on the Class A Notes) and the Commingling Reserve Fund provided that such credit enhancement is only provided if the shortfall is due to the occurrence and continuance of a Commingling Reserve Event and only in the unlikely event that the Subordinated Loan Provider will have granted a Commingling Reserve Fund Subordinated Loan to the Issuer pursuant to the subordinated loan facility under the Subordinated Loan Agreement. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Class A Notes also have the benefit of credit enhancement provided by the amount credited to reduce any Principal Deficiency on the Class A Notes in accordance with the Pre-Enforcement Interest Order of Priority. The Class B Notes have the benefit of credit enhancement provided through the subordination, both as to payment of interest and principal and on enforcement of the Note Collateral and of the Class C Notes and provided through the Liquidity Reserve Fund (but only with respect to interest payments on the Class B Notes, save for the final Payment Date and on any prior Payment Date but only if and to the extent that the balance credited to the Liquidity Reserve Fund exceeds the Required Liquidity Reserve Amount by way of credit to reduce any Principal Deficiency on the Class B Notes) and provided through the Commingling Reserve Fund provided that such credit enhancement is only provided if the shortfall is due to the occurrence and continuance of a Commingling Reserve Event and only in the unlikely event that the Subordinated Loan Provider will have granted a Commingling Reserve Fund Subordinated Loan to the Issuer pursuant to the subordinated loan facility under the Subordinated Loan Agreement. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Class B Notes also have the benefit of credit enhancement provided by the amount credited to reduce any Principal Deficiency on the Class B Notes in accordance with the Pre-Enforcement Interest Order of Priority. The Class C Notes have the benefit of credit enhancement provided through the Liquidity Reserve Fund and but only with respect to principal payments on the final Payment Date by way of credit to reduce any Principal Deficiency on the Class C Notes and through the Commingling Reserve Fund provided that such credit enhancement is only provided if the shortfall is due to the occurrence and continuance of a Commingling Reserve Event and only in the unlikely event that the Subordinated Loan Provider will have granted a Commingling Reserve Fund Subordinated Loan to the Issuer pursuant to the subordinated loan facility under the Subordinated Loan Agreement. The Subordinated Loan Provider will be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Class C Notes also have the benefit of credit enhancement provided by the amount credited to reduce any Principal Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority.

Subordinated Loans

Under a subordinated loan facility granted to the Issuer pursuant to the Subordinated Loan Agreement, the Subordinated Loan Provider will make available to the Issuer on or prior to the Note Issuance Date a subordinated loan (the "**Liquidity Reserve Fund Subordinated Loan**") in an initial principal amount of EUR 1,500,000 which will be utilised for the purpose of establishing the Liquidity Reserve Fund.

Pursuant to the subordinated loan facility under the Subordinated Loan Agreement the Subordinated Loan Provider in its sole discretion, has the option, but not the obligation to grant to the Issuer a subordinated loan (the "**Commingling Reserve Fund Subordinated Loan**") on any Payment Date after the Note Issuance Date in an initial principal amount to be notified to each of the Issuer, the Cash Administrator, the Master Servicer and the Security Trustee. Such amount would be credited to the Commingling Reserve Fund and utilised for the purpose of establishing the Commingling Reserve Fund. The Subordinated Loan Provider is not obliged under any circumstances to grant a Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date under the Subordinated Loan Agreement. It is not expected that the Subordinated Loan Provider will grant a Commingling Reserve Fund Subordinated Loan throughout the life of the Notes.

The Liquidity Reserve Fund Subordinated Loan and the Commingling Reserve Fund Subordinated Loan (if any) are collectively referred to as the "**Subordinated Loans**". The obligations of the Issuer under the Subordinated Loans are subordinated to the obligations of the Issuer under the Notes and, following the occurrence of an Issuer Event of Default, rank against the Notes and all other obligations of the Issuer in accordance with the Post-Enforcement Order of Priority.

Prior to the occurrence of an Issuer Event of Default, interest on the principal amounts outstanding under the Subordinated Loans will be payable by the Issuer monthly in arrears on each Payment Date out of the Available Interest Distribution Amount as of the immediately preceding Cut-Off Date, subject to and in accordance with the Pre-Enforcement Interest Order of Priority.

Upon the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, the Available Principal Distribution Amount will be used on each Payment Date to repay the Liquidity Reserve Fund Subordinated Loan and the Commingling Reserve Fund Subordinated Loan (if any) in accordance with the Pre-Enforcement Principal Order of Priority. See "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement".

In addition, the Commingling Reserve Fund Subordinated Loan, in the unlikely event that a Commingling Reserve Fund Loan is granted by the Subordinated Loan Provider pursuant to the subordinated loan facility under the Subordinated Loan Provider to the Issuer, will be repaid as follows: After the earlier of (i) all Class A Notes and the Class B Notes have been fully redeemed, and (ii) the Aggregate Outstanding Nominal Amount has been reduced to zero, the balance credited to the Commingling Reserve Fund will be reduced to zero by paying down the Commingling Reserve Fund Subordinated Loan and any excess amount credited to the Commingling Reserve Fund after the Commingling Reserve Fund Subordinated Loan has been repaid, used for the payment of interest on the Commingling Reserve Fund Subordinated Loan. In addition if the No Commingling Risk Event occurs, then any balance on the Commingling Reserve Fund will be reduced to zero by paying down the Commingling Reserve Fund Subordinated Loan and any excess amounts as interest thereon. Such payments using the balance credited to the Commingling Reserve Fund will not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority and can be undertaken on any Business Day prior to the immediately following Cut-Off Date including, for the avoidance of doubt, any Business Day which is not a Payment Date.

On the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the balance credited to the Liquidity Reserve Fund will be used to cover any shortfalls which would otherwise arise in respect to items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority and to meet items *eighth, ninth* and *twelfth* of the Pre-Enforcement Interest Order of Priority provided that, (a) any remaining amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount will be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and provided further that (b) any further remaining amount credited to the Liquidity Reserve Fund will be solely applied to item *thirteenth* of the Pre-Enforcement Interest Order of Priority for the repayment of the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider and thereafter to item *fourteenth* of the Pre-Enforcement Interest Order of Priority; or (B), after the full redemption of the Notes, will be applied to meet items *first* to *fourth* (inclusive) and items *eleventh, thirteenth* and *fourteenth* of the Pre-Enforcement Interest Order of Priority.

After the occurrence of an Issuer Event of Default, the repayment of the principal amounts outstanding and unpaid with respect to the Subordinated Loans will occur in accordance with the Post-Enforcement Order of Priority using the Credit, provided that any balance on the Commingling Reserve Fund and any interest earned thereon will only be drawn upon in an amount equal to the relevant Commingling Shortfall Collections under the Post-Enforcement Order of Priority. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes.

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes are set out below. Appendix A to the Terms and Conditions is set out under "CERTAIN DEFINITIONS". Appendix B to the Terms and Conditions is set out under "THE MAIN PROVISIONS OF THE TRUST AGREEMENT". Appendix C to the Terms and Conditions is set out under "DESCRIPTION OF THE POOL — Eligibility Criteria". Appendix D to the Terms and Conditions is set out under "CREDIT AND COLLECTION POLICIES". Appendix E to the Terms and Conditions is set out under "PROVISIONS REGARDING RESOLUTIONS OF NOTEHOLDERS". Appendix A, Appendix B, Appendix C, Appendix D and Appendix E form an integral part of the Terms and Conditions.

1. Form and Denomination

(a) abc SME Lease Germany SA, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg and registered with the Luxembourg trade and companies register under number B178866 and having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg subject as an unregulated securitisation vehicle to the provisions of the Securitisation Law, acting in respect of its Compartment 7 (the "**Issuer**") issues the following classes of fixed or variable rate amortising asset-backed notes in bearer form (each, a "**Class**") pursuant to these terms and conditions (the "**Terms and Conditions**"):

(i) Class A Fixed Rate Amortising Notes due October 2031 (the "**Class A Notes**") which are issued in an initial aggregate note principal amount of EUR 404,800,000 and divided into 4,048 Notes, each such Class A Note having a note principal amount of EUR 100,000;

(ii) Class B Fixed Rate Amortising Notes due October 2031 (the "**Class B Notes**") which are issued in an initial aggregate note principal amount of EUR 20,100,000 and divided into 201 Notes, each such Class B Note having a note principal amount of EUR 100,000; and

(iii) Class C Variable Rate Amortising Notes due October 2031 (the "**Class C Notes**") which are issued in an initial aggregate note principal amount of EUR 38,000,000 and divided into 380 Notes, each such Class C Note having a note principal amount of EUR 100,000,

on or about 16 October 2020 (the "**Note Issuance Date**"). All Notes shall be issued in new global note form. The holders of the Notes are referred to as the "**Noteholders**".

(b) Each Class of Notes shall be initially represented by a temporary global bearer note (each, a "**Temporary Global Note**") without interest coupons. The Temporary Global Notes shall be (i) in the aggregate principal amount of EUR 404,800,000 for the Class A Notes, (ii) in the aggregate principal amount of EUR 20,100,000 for the Class B Notes and (iii) in the aggregate principal amount of EUR 38,000,000 for the Class C Notes. The Temporary Global Note shall be exchangeable, as provided in paragraph (c) below, for a permanent global bearer note (the "**Permanent Global Notes**") without interest coupons representing the Notes. Definitive notes and interest coupons shall not be issued. The Permanent Global Note and the 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 (the "**Common Safekeeper for the Class A Notes**" both by Euroclear System S.A./N.V. as the operator of the Euroclear System ("**Euroclear**"), and by Clearstream Banking, *société anonyme* ("**Clearstream Luxembourg**" and together with Euroclear, the "**Clearing Systems**"). Each Global Note representing the Class B Notes and the Class C Notes, respectively, shall be deposited with an entity appointed as common safekeeper (the "**Common Safekeeper for the Class B Notes and the Class C Notes, respectively**", together with the Common Safekeeper for the Class A Notes, the "**Common Safekeepers**") by Euroclear Bank S.A./NV as the operator of Euroclear and by Clearstream Luxembourg.

(c) Each Temporary Global Note shall be exchanged for a Permanent Global Note on a date (the "**Exchange Date**") not earlier than 40 calendar days and not later than 180 calendar days after the date of issue of the Temporary Global Note, and, in each case, upon delivery by the relevant participants to Euroclear or Clearstream Luxembourg, as relevant, and by Euroclear or Clearstream Luxembourg to the Principal Paying Agent (as defined in Condition 9(a) (*Principal Paying Agent; Determinations Binding*), 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 Temporary Global Notes is not a U.S. person or are not U.S. persons 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**" means, for the purposes of this Condition 1.2(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 the Temporary Global Notes pursuant to this Condition 1.2(c) shall be made free of charge to the Noteholders. Upon an exchange of a portion only of the 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 Clearing Systems.

(d) Payments of interest on or principal of the Notes represented by a Temporary Global Note shall be made only after delivery by the relevant participants to Euroclear or Clearstream Luxembourg, as relevant, and by Euroclear or Clearstream Luxembourg to the Principal Paying Agent of the certifications described in paragraph (c) above.

(e) Each Global Note shall be manually signed by or on behalf of the Issuer and shall bear the control signature of the Principal Paying Agent and, in respect of each Global Note representing the Class A Notes, be effectuated by the Common Safekeeper for the Class A Notes on behalf of the Issuer and, in respect of each Global Note representing the Class B Notes and the Class C Notes, respectively, effectuated by the Common Safekeeper for the Class B Notes and the Class C Notes, respectively, on behalf of the Issuer.

(f) The Class Principal Amount (as defined in Condition 5.2 (*Payments on the Notes*)) of any Class of Notes represented by the Global Notes relating to such Class shall be the aggregate amount from time to time entered in the records of both Clearing Systems in respect of such Global Notes. Absent errors, the records of the relevant Clearing System (which expression means the records that each Clearing System holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the Class Principal Amount of the Class of Notes represented by such Global Notes and, for these purposes, a statement issued by a relevant Clearing System stating the Class Principal Amount of such Class of Notes so represented at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On any redemption or payment of principal or interest being made in respect of, or purchase and cancellation of, any of the Notes of a Class represented by the Global Notes relating to such Class the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of such Global Note shall be entered *pro rata* in the records of the Clearing Systems and, upon any such entry being made, the aggregate nominal amount of the Class of Notes recorded in the records of the Clearing Systems and represented by the Global Notes relating to such Class shall be reduced by the aggregate Note Principal Amounts of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such principal so paid.

Upon an exchange of a portion of the 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 Clearing Systems.

(g) The provisions set out in Schedule 9 to an agency agreement (the "**Agency Agreement**") between, *inter alios,* the Issuer and The Bank of New York Mellon, acting through its London Branch as principal paying agent (the "**Principal Paying Agent**") dated as of 14 October 2020, as amended or amended and restated from time to time which contain primarily the procedural provisions regarding resolutions of Noteholders shall also be set out in Appendix E to these Terms and Conditions ("**Appendix E**") which constitutes an integral part of 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*).

(h) Unexecuted forms of the Global Notes are available as schedules to the Agency Agreement free of charge at the main offices of the Issuer and of the Principal Paying Agent, respectively.

(i) Certain terms not defined but used herein shall have the same meanings herein as in Appendix A (*Certain Definitions*), Appendix C (*Eligibility Criteria*) or Appendix D (*Credit and Collection Policies*) to these Terms and Conditions ("**Appendix A**", "**Appendix C**" and "**Appendix D**", respectively) each of which constitutes an integral part of these Terms and Conditions.

(j) The Notes are subject to the provisions of a trust agreement (the "**Trust Agreement**") between the Issuer and Wilmington Trust SP Services (Frankfurt) GmbH, Steinweg 3-5, D-60313 Frankfurt am Main, Germany, as security trustee (the "**Security Trustee**") dated as of 14 October 2020. The main provisions of the Trust Agreement are set out in Appendix B (*The Main Provisions of the Trust Agreement*) to these Terms and Conditions ("**Appendix B**") which constitutes an integral part of these Terms and Conditions. Terms defined in the Trust Agreement shall have the same meanings herein.

2. Status and Priority

(a) The Notes 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 Note Collateral. Following the occurrence of an Issuer Event of Default (as defined in Condition 3.5 (*Issuer Event of Default*)), the obligations of the Issuer under the Class A Notes rank against all other current and future obligations of the Issuer in accordance with the order of priority (the "**Post-Enforcement Order of Priority**") set out in Clause 23 (*Post-Enforcement Order of Priority*) of the Trust Agreement (see **Appendix B**). The obligations of the Issuer under the Class B Notes rank *pari passu* amongst themselves in respect of the Note Collateral. Following the occurrence of an Issuer Event of Default, the obligations of the Issuer under the Class B Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Order of Priority. The obligations of the Issuer under the Class C Notes rank *pari passu* amongst themselves in respect of the Note Collateral. Following the occurrence of an Issuer Event of Default, the obligations of the Issuer under the Class C Notes rank against all other current and future obligations of the Issuer in accordance with the Post-Enforcement Order of Priority.

3. Provision of Security; Limited Payment Obligation; Issuer Event of Default

3.1 Security

Pursuant to the Trust Agreement, the Issuer has transferred, assigned or pledged its rights and claims in all Relevant Receivables and the Related Collateral transferred by the Seller to it under the Receivables Purchase Agreement, all of its rights and claims arising under certain Transaction Documents to which the Issuer is a party and to the extent such Transaction Documents are governed by German law and certain other rights specified in the Trust Agreement (such collateral as defined in Clause 7 (*Security Purpose*) of the Trust Agreement, the "**Note Collateral**") as security for the Notes and other obligations specified in the Trust Agreement. As to the form and contents of such provision of security, reference is made to Clauses 5 (*Transfer of Security Purposes of the Assigned Security*) and 6 (*Pledge*) and the other provisions of the Trust Agreement (see **Appendix B**).

3.2 Limited Recourse

(a) All payment obligations of the Issuer under the Notes constitute exclusively obligations to pay out the Credit (as defined in Clause 23.1 (*Post-Enforcement Order of Priority*) of the Trust Agreement) in accordance with the Post-Enforcement Order of Priority. Such funds will be generated by, and limited to (i) payments made to the Issuer by the Seller or the Master Servicer under the Receivables Purchase Agreement and the Servicing Agreement, respectively, (ii) payments made to the Issuer by the Back-Up Servicer under the Back-Up Servicing Agreement following the Back-Up Servicer Active Date, (iii) proceeds from the realisation of the Note Collateral and (iv) interest earned on the balances credited to any Account (other than interest earned on any balance allocated to the Commingling Reserve Fund), as available on the relevant Payment Date (Condition 5.1 (*Payment Dates*)) according to the Post-Enforcement Order of Priority provided that, prior to the occurrence of an Issuer Event of Default, the Available Interest Distribution Amount shall be applied in accordance with the Pre-Enforcement Interest Order of Priority (Condition 7.7 (*Pre-Enforcement Interest*

Order of Priority) and the Available Principal Distribution Amount shall be applied in accordance with the Pre-Enforcement Principal Order of Priority (Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*)). The Notes shall not give rise to any payment obligation in excess of the foregoing and recourse shall be limited accordingly.

(b) The Issuer shall hold all monies paid to it in the Accounts. Furthermore, the Issuer shall exercise all of its rights under the Transaction Documents with the due care of a prudent business manager such that obligations under or in respect of the Notes may be performed to the fullest extent possible.

(c) To the extent that such assets, or the proceeds of realisation thereof, after payment of all claims ranking in priority to the Notes, prove ultimately insufficient to satisfy the claims of all Noteholders in full, then any shortfall arising shall be extinguished and neither any Noteholder nor the Security Trustee shall have any further claims against the Issuer. Such assets and proceeds shall be deemed to be "ultimately insufficient" at such time as no further assets are available (in particular, no assets relating to another Compartment of abc SME Lease Germany SA will be available to meet such shortfall) and no further proceeds can be realised therefrom to satisfy any outstanding claim of the Noteholders, and neither assets nor proceeds shall be so available thereafter.

3.3 Enforcement of Payment Obligations

The enforcement of the payment obligations of the Issuer under Notes shall only be effected by the 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 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 Security Trustee shall foreclose on the Note Collateral upon obtaining actual knowledge of the occurrence of an Issuer Event of Default on the conditions and in accordance with the terms of the Trust Agreement including, in particular, Clauses 19 (*Enforcement of Note Collateral*) and 20 (*Payments upon Occurrence of an Issuer Event of Default*) of the Trust Agreement (see **Appendix B**).

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 Security Trustee, any other party to the Transaction Documents or any other third party.

3.5 Issuer Event of Default

An "**Issuer Event of Default**" occurs when:

(i) the Issuer becomes Insolvent;

(ii) the Issuer (A) defaults in the payment of any interest due and payable in respect of any Class A Note or, after the full redemption of all Class A Notes, in respect of any Class B Note, or (B) defaults in the payment of principal due and payable on any Class A Note on the Legal Redemption Date or, after the full redemption of all Class A Notes, in respect of any Class B Note on the Legal Redemption Date, or, (C) after the full redemption of all Class B Notes, in the due payment or performance of any other Transaction Secured Obligation (as such term is defined in Clause 7 (*Security Purpose*) of the Trust Agreement), other than those mentioned under items *twelfth* to *fifteenth* (inclusive) of the Pre-Enforcement Interest Order of Priority, and such default continues for a period of at least five (5) Business Days; or

(iii) the Security Trustee ceases to have a valid and enforceable security interest in the Note Collateral or any other security interest created under any Transaction Security Document.

Upon the occurrence of an Issuer Event of Default the full Class Principal Amount of each Class of Notes shall become due and payable in accordance with the Post-Enforcement Order of Priority.

4. General Covenants of the Issuer

4.1 Restrictions on Activities

As long as any Notes are outstanding, the Issuer and abc SME Lease Germany SA, respectively, shall not be entitled, without the prior consent of the Security Trustee (such consent not to be given unless each Rating Agency has been notified in writing of such action) or unless required by applicable law, to engage in or undertake any of the activities or transactions specified in Clause 37 (*Actions of the Issuer and of abc SME Lease Germany SA requiring consent*) of the Trust Agreement (see **Appendix B**).

4.2 Appointment of Security Trustee

As long as any Note is outstanding, the Issuer shall ensure that a Security Trustee is appointed at all times which has undertaken substantially the same functions and obligations as the Security Trustee pursuant to these Terms and Conditions and the Trust Agreement.

5. Payments on the Notes

5.1 Payment Dates

Payments of interest on, and, after the expiration of the Replenishment Period, in accordance with the provisions herein, principal in respect of the Notes to the Noteholders shall become due and payable monthly on the twentieth (20^{th}) calendar day of each calendar month or, if such day is not a Business Day, the next succeeding day which is a Business Day, provided that no Payment Date shall occur with respect to the Notes after all Notes have been redeemed. The first Payment Date shall be 20 November 2020 (each such day, a "**Payment Date**"). "**Business Day**" means a day on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System2 ("**TARGET2**") are operational and on which commercial banks and foreign exchange markets are open or required to be open for business in Cologne, Germany, Frankfurt am Main Germany, Wuppertal, Germany, Amsterdam, The Netherlands, London, the United Kingdom, Dublin, Ireland and Luxembourg. "**Cut-Off Date**" shall mean the last day of each calendar month and, with respect to the Note Issuance Date, 30 September 2020. The first Cut-Off Date following the Cut-Off Date with respect to the Note Issuance Date shall be 31 October 2020.

5.2 Note Principal Amount

Payments of interest on each Note and after the expiration of the Replenishment Period, payments of principal of and interest on each Note as of any Payment Date shall be made on the Note Principal Amount of such Note. The "**Note Principal Amount**" of any Note as of any date shall equal the initial note principal amount of EUR 100,000 as reduced by all amounts paid prior to such Payment Date on such Note in respect of principal. The "**Aggregate Note Principal Amount**" means, as of any date, the sum of the Note Principal Amounts of all Notes outstanding. "**Class A Principal Amount**" means, as of any date, the sum of the Note Principal Amounts of all Class A Notes, "**Class B Principal Amount**" means, as of any date, the sum of the Note Principal Amounts of all Class B Notes and "**Class C Principal Amount**" means, as of any date, the sum of the Note Principal Amounts of all Class C Notes. Each of the Class A Principal Amount, the Class B Principal Amount and the Class C Principal Amount is referred to herein as a "**Class Principal Amount**".

5.3 Payments and Discharge

(a) Payments of interest on the Notes, and after the expiration of the Replenishment Period, payments of principal of and interest on the Notes shall be made by the Issuer, through the Principal Paying Agent, on each Payment Date to or to the order of, Euroclear and Clearstream Luxembourg, as relevant, for credit to the relevant participants in Euroclear and Clearstream Luxembourg for subsequent transfer to the Noteholders.

(b) Payments in respect of interest on any Notes represented by a Temporary Global Note shall be made to, or to the order of, Euroclear and Clearstream Luxembourg, as relevant, for credit to the relevant participants in Euroclear and Clearstream Luxembourg for subsequent transfer to the relevant Noteholders upon due certification as provided in Condition 1(c) (*Form and Denomination*).

(c) All payments made by the Issuer to, or to the order of, Euroclear and Clearstream Luxembourg, 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 Clearing Systems 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 subject to Condition 7.7 (*Pre-Enforcement Interest Order of Priority*), and, upon the occurrence of an Issuer Event of Default, the Post-Enforcement Order of Priority, each Note shall bear interest on its Note Principal Amount from the Note Issuance 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 (the "**Interest Amount**") shall be calculated by the Principal Paying Agent by applying the Interest Rate (Condition 6.3 (*Interest Rate*)), for the relevant Interest Period (Condition 6.2 (*Interest Period*)), to the Note Principal Amount of such outstanding Note 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). "**Class A Notes Interest**" means the aggregate Interest Amounts payable (including any Interest Shortfall) in respect of all Class A Notes on any date, "**Class B Notes Interest**" means the aggregate Interest Amounts payable (including any Interest Shortfall) in respect of all Class B Notes on any date and "**Class C Notes Interest**" means the aggregate Interest Amounts payable in respect of all Class C Notes on any date.

6.2 Interest Period

"**Interest Period**" means, in respect of the first Interest Period, the period commencing on (and including) the Note Issuance Date and ending on (but excluding) the first Payment Date and in respect of any subsequent Interest Period, the period commencing on (and including) a Payment Date and ending on (but excluding) the immediately following Payment Date.

6.3 Interest Rate

The interest rate payable on the Class A Notes and the Class B Notes, respectively, for each Interest Period (the "**Interest Rate**") shall be:

(i) in the case of the Class A Notes, 0.197 % per annum; and

(ii) in the case of the Class B Notes, 1.256 % per annum.

The Interest Rate payable on the Class C Notes for each Interest Period shall be variable.

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

6.4 Notifications

The Principal Paying Agent shall, as soon as practicable on or prior to the second Business Day immediately preceding the relevant Payment Date, determine and notify the relevant Interest Period, the Interest Amount and the Payment Date with respect to each relevant Class of Notes (i) to the Issuer, the Security Trustee and the Cash Administrator, (ii) as long as any Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, to the Luxembourg Stock Exchange and the Luxembourg Listing Agent as well as to the holders of such Class of Notes in accordance with Condition 13 (*Form of Notices*) and (iii) if any Notes are listed on any other stock exchange, to such stock exchange as well as to the holders of such Class of 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 and the Luxembourg Stock Exchange or any other stock exchange, this notification shall be given no later than the close of the second Business Day immediately preceding the relevant Payment Date.

6.5 Interest Shortfall

Accrued interest not distributed on any Payment Date related to the Interest Period in which it accrued, will be an "**Interest Shortfall**" with respect to the relevant Class A Note or Class B Note, as applicable. 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.

7. Replenishment and Redemption

7.1 Replenishment

No payments of principal in respect of the Notes shall become due and payable to the Noteholders during the Replenishment Period. On each Payment Date during the Replenishment Period, the Seller may (but shall not be obliged to), without the consent of the Issuer or the Security Trustee, offer to sell and assign or transfer to the Issuer certain Additional Receivables, together with the Related Collateral, in accordance with the provisions of the Receivables Purchase Agreement (the "**Replenishment**") and in each case for an amount equal to the aggregate Purchase Prices which does not exceed the Replenishment Available Amount as of the related Cut-Off Date, provided that the following conditions are satisfied: (a) in respect of each Additional Receivable and the Related Collateral the Eligibility Criteria are met as of the Cut-Off Date immediately preceding such Payment Date; (b) no Early Amortisation Event has occurred as of such Payment Date and (c) each Additional Receivable and the Related Collateral are assigned or transferred in accordance with the provisions of the Receivables Purchase Agreement and the Data Trust Agreement as of such Payment Date. Subject to certain conditions set out in the Receivables Purchase Agreement, the Issuer shall be obliged to acquire the offered Additional Receivables and the Related Collateral for purposes of a Replenishment only to the extent that the obligation to pay an amount equal to the aggregate Purchase Prices for the Receivables offered to the Issuer by the Seller for acquisition on any Purchase Date can be satisfied by the Issuer by applying the Available Principal Distribution Amount as of the Cut-Off Date immediately preceding the relevant Purchase Date in accordance with the Pre-Enforcement Principal Order of Priority, such Available Principal Distribution Amount (as determined by the Master Servicer as of the Cut-Off Date immediately preceding the relevant Purchase Date and acting through the Cash Administrator) in accordance with the Pre-Enforcement Principal Order of Priority, such Available Principal Distribution Amount.

7.2 Pre-Enforcement Principal Order of Priority and Amortisation

Subject to the limitations set forth in Condition 3.2 (*Limited Recourse*) and prior to the occurrence of an Issuer Event of Default, an amount equal to the Available Principal Distribution Amount shall be used (a) for the Replenishment in accordance with Condition 7.1 (*Replenishment*) prior to the expiration of the Replenishment Period and the order of priority set out below (the "**Pre-Enforcement Principal Order of Priority**") and (b) the redemption in full of 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, in this order sequentially, on each Payment Date falling on a date after the expiration of the Replenishment Period. In each case (a) and (b), such Available Principal Distribution Amount will be calculated by the Master Servicer pursuant to the Servicing Agreement prior to the Reporting Date immediately preceding each Payment Date with respect to the Reporting Period ending on the Cut-Off Date immediately preceding such Reporting Date and such amount will be notified by the Master Servicer to the Cash Administrator and the Issuer, with a copy to the Security Trustee, the Principal Paying Agent and the Account Bank, not later than on the Reporting Date immediately preceding the Payment Date following such Cut-Off Date. Prior to the full redemption of all Notes and after the expiration of the Replenishment Period, the Cash Administrator shall forward the portion of such Available Principal Distribution Amount allocable to the Notes to the Principal Paying Agent for payment to the Noteholders on the respective Payment Date, in accordance with the Pre-Enforcement Principal Order of Priority as set forth below, 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:

first, during the Replenishment Period, to pay the aggregate Purchase Prices payable in accordance with the Receivables Purchase Agreement for any Additional Receivables, together with the Related Collateral, to be purchased on such Payment Date, but only up to the Replenishment Available Amount as of such Cut-Off Date;

second, on the Note Issuance Date and during the Replenishment Period, to credit the Purchase Shortfall Ledger with the Purchase Shortfall Amount occurring on such Payment Date;

third, after the expiration of the Replenishment Period, to pay any Class A Notes Principal *pro rata* on each Class A Note, together with any costs, indemnities, increased and other amounts relating to the Class A Principal Amount, *pro rata* on each Note;

fourth, after the expiration of the Replenishment Period, to pay any Class B Notes Principal *pro rata* on each Class B Note, together with any costs, indemnities, increased and other amounts relating to the Class B Principal Amount, *pro rata* on each Note;

fifth, after the expiration of the Replenishment Period, to pay any Class C Notes Principal *pro rata* on each Class C Note, together with any costs, indemnities, increased and other amounts relating to the Class C Principal Amount, *pro rata* on each Note;

sixth, only upon the full redemption of all Notes, to pay, on a *pro rata* basis and *pari passu*, any amounts then due and payable in repayment of outstanding principal under the Subordinated Loans to the Subordinated Loan Provider in accordance with the Subordinated Loan Agreement to the extent such Subordinated Loans have not been repaid otherwise; and

seventh, only upon the full redemption of all Notes, to apply any excess amount to the Available Interest Distribution Amount,

provided that, should a Commingling Reserve Fund Subordinated Loan have been granted pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement, any balance remaining on the Commingling Reserve Fund after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event shall be solely used to repay the Commingling Reserve Fund Subordinated Loan to the Subordinated Loan Provider and any excess used to pay interest thereon and such payments shall not be subject to either the Pre-Enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority and can be undertaken on any Business Day prior to the immediately following Cut-Off Date, including, for the avoidance of doubt, any Business Day which is not a Payment Date.

"**Available Principal Distribution Amount**" shall mean, with respect to any Cut-Off Date and the Reporting Period ending on such Cut-Off Date, an amount calculated by the Master Servicer pursuant to the Servicing Agreement prior to the Reporting Date immediately following such Cut-Off Date and notified by the Master Servicer to the Issuer and the Cash Administrator, with a copy to the Security Trustee, the Principal Paying Agent and the Account Bank, not later than on the Reporting Date following such Cut-Off Date, as the sum of:

(i) any Collections (including Deemed Collections and proceeds of any Related Collateral, but excluding (i) any Collections received with respect to Defaulted Receivables and the Related Collateral relating thereto which have been debited to the Principal Deficiency Ledger and (ii) any amounts received by the Issuer to the extent that such amounts constituted Commingling Shortfall Collections on any Collection Payment Date but were not transferred to the Transaction Account, causing an amount equal to such shortfall to be drawn from the balance credited to the Commingling Reserve Fund (any) and in each case to the extent such amounts constitute Principal Income) received by the Issuer from the Seller, the Master Servicer, the Back-Up Servicer or the Lessees during the Reporting Period ending on such Cut-Off Date, to the extent such Collections constitute Principal Income. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes;

(ii) during the Replenishment Period and the first Payment Date after the expiration of the Replenishment Period, the amounts (if any) standing to the credit of the Purchase Shortfall Ledger;

(iii) any monies from the Available Interest Distribution Amount as of such Cut-Off Date applied to reduce any Principal Deficiency on the Notes in accordance with the Pre-Enforcement Interest Order of Priority (Condition 7.7 (*Pre-Enforcement Interest Order of Priority*)); and

(iv) after the occurrence and continuance of a Commingling Reserve Event on the Collection Payment Date immediately preceding such Cut-Off Date but prior to the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, any amounts drawn from the balance credited to the Commingling Reserve Fund (if any) as of such Cut-Off Date with respect to the Payment Date following such Cut-Off Date equal in amount to the relevant Commingling Shortfall Collections to the extent that such Commingling Shortfall Collections constituted Principal Income. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes.

For the avoidance of doubt, any amounts credited to the Commingling Reserve Fund (if any) upon the full redemption of the Class A Notes and the Class B Notes shall not be included in the Available Principal Distribution Amount. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes.

"**Class A Notes Principal**" shall mean the aggregate principal amount payable in respect of all Class A Notes on any Payment Date, as determined as of the Cut-Off Date immediately preceding such Payment Date; "**Class B Notes Principal**" shall mean the aggregate principal amount payable in respect of all Class B Notes on any Payment Date; and as determined as of the Cut-Off Date immediately preceding such Payment Date; "**Class C Notes Principal**" shall mean the aggregate principal amount payable in respect of all Class C Notes on any Payment Date, as determined as of the Cut-Off Date immediately preceding such Payment Date.

7.3 Legal Redemption Date

On the Payment Date falling in October 2031 (the "**Legal Redemption Date**") each Class A Note shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the then outstanding Note Principal Amount of such Class A Note and, after all Class A Notes have been redeemed in full, each Class B Note shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the then outstanding Note Principal Amount of such Class B Note, and, after all Class B Notes have been redeemed in full, each Class C Note shall, unless previously redeemed or purchased and cancelled, be redeemed in full at the then outstanding Note Principal Amount of such Class C Note, in each case subject to the limitations set forth in Condition 3.2 (*Limited Recourse*). The Issuer shall be under no obligation to make any payment under the Notes after the Legal Redemption Date.

7.4 Scheduled Redemption Date

On the Payment Date falling in October 2029 (the "**Scheduled Redemption Date**"), each Class A Note is expected, unless previously redeemed or purchased and cancelled, to be redeemed in full at the then outstanding Note Principal Amount and, after all Class A Notes have been redeemed in full, each Class B Note is expected, unless previously redeemed or purchased and cancelled, to be redeemed in full at the then outstanding Note Principal Amount of such Class B Note, and, after all Class B Notes have been redeemed in full, each Class C Note is expected, unless previously redeemed or purchased and cancelled, to be redeemed in full at the then outstanding Note Principal Amount of such Class C Note, subject to the availability of funds pursuant to the Pre-Enforcement Principal Order of Priority. In the event of insufficient funds pursuant to the Pre-Enforcement Principal Order of Priority, any outstanding Notes 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 Condition 7.3 (*Legal Redemption Date*).

7.5 Early Redemption

(a) On any Payment Date (A) on which the Aggregate Outstanding Nominal Amount, net of the aggregate Outstanding Nominal Amounts of the Defaulted Receivables, in each case, as of the Cut-Off Date prior to such Payment Date has been reduced to less than 15 % of the Aggregate Outstanding Nominal Amount as of the Cut-Off Date prior to the last Payment Date during the Replenishment Period or (B) on which all Notes held by Noteholders which are neither the Seller nor any Affiliate of the Seller have been fully redeemed, the Seller shall have the option under the Receivables Purchase Agreement to repurchase all Relevant

Receivables (together with any Related Collateral) and the proceeds from such repurchase shall constitute Collections, subject to the following requirements:

(i) the proceeds distributable as a result of such repurchase (together with the balances credited on the Early Redemption Date to the Back-Up Servicing Collection Account and the Transaction Account (including the Liquidity Reserve Fund but excluding any balance credited to the Commingling Reserve Fund (if any)) and any other Account) shall at least be equal to the then aggregate outstanding Note Principal Amounts of all Notes in accordance with the Pre-Enforcement Principal Order of Priority plus accrued but unpaid interest thereon together with all amounts ranking prior thereto according to the Pre-Enforcement Interest Order of Priority;

(ii) the Seller shall advise the Issuer of its intention to exercise the repurchase option at least one month prior to the contemplated termination date which shall be a Payment Date (the "**Early Redemption Date**"); and

(iii) the repurchase price (together with the balance credited to the Liquidity Reserve Fund on the Early Redemption Date) to be paid by the Seller is equal to the then current value of all Relevant Receivables outstanding on the Early Redemption Date.

(b) Early redemption of the transaction pursuant to this Condition 7.5 (*Early Redemption*) shall be excluded if the repurchase price determined pursuant to Condition 7.5 (a)(iii) above is not sufficient to fully satisfy the obligations of the Issuer specified under Condition 7.5 (a)(i) above.

(c) Upon payment in full of the amounts pursuant to Condition 7.5 (a)(i) (*Early Redemption*) to the Noteholders, the Noteholders shall not receive any further payments of interest or principal.

7.6 Optional Redemption for Taxation Reasons

If the Issuer is or becomes at any time required by a change of law since the Note Issuance Date 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 Security Trustee. The Security Trustee shall not give such approval unless each Rating Agency 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 Issuer shall be entitled at its option (but shall have no obligation) to fully redeem all (but not some only) of the Notes, upon not more than sixty (60) calendar days' nor less than thirty (30) calendar days' notice of redemption of the Notes given to the Security Trustee, to the Principal Paying Agent and, in accordance with Condition 13 (*Form of Notices*), to the Noteholders at their then aggregate Note Principal Amounts, together with accrued interest but unpaid (if any) to the date (which must be a Payment Date) fixed for redemption of the Notes. Any such notice shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

7.7 Pre-Enforcement Interest Order of Priority

Prior to the occurrence of an Issuer Event of Default, the Available Interest Distribution Amount as of the Cut-Off Date immediately preceding any Payment Date shall be applied on such Payment Date in accordance with the following order of priorities (the "**Pre-Enforcement Interest Order of Priority**"), provided that any amounts due and payable under item *first* may be paid on any Business Day:

first, to pay any obligation of the Issuer with respect to corporation and trade tax or any similar tax under any applicable law (if any) provided that (i) 100 % of all taxes payable exclusively in respect of Compartment 7 shall be allocated under this item *first* and (ii) a *pro rata* share of all other taxes will be allocated under this item *first* according to the proportion that the Aggregate Note Principal Amount bears to the aggregate outstanding financing liabilities of abc SME Lease Germany SA;

second, to pay 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 Security Trustee under the Transaction Documents;

third, to pay *pari passu* with each other on a *pro rata* basis (i) 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 (including, without limitation, any negative interest charged in respect of the balance credited to any Account) due to the Data Trustee under the Data Trust Agreement, or the Cash Administrator under the Cash Administration Agreement or under the Accounts Agreement or to the Account Bank under the Accounts Agreement, the Principal Paying Agent under the Agency Agreement, the Rating Agencies (including any ongoing monitoring fees) or any other relevant person with respect to the issue of the Notes and any other amounts due and payable by the Issuer in connection with the establishment, liquidation or dissolution of the Issuer; (ii) any annual return, filing, registration and registered office or other company, licence or statutory fees in Luxembourg, or any other fees, costs and expenses as well as any fees, costs and expenses in connection with the listing of any Notes on any stock exchange; (iii) any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business) and other amounts due and payable to the Back-Up Servicer in accordance with the Back-Up Servicing Agreement or otherwise, (iv) any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business) and any other amounts due and payable to any substitute back-up servicer appointed from time to time in accordance with the Back-Up Servicing Agreement or otherwise, and (v) any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business) and other amounts due and payable to any substitute servicer (but only if and to the extent the substitute servicer is not any Affiliate of abcbank GmbH) (including any expenses, costs and fees incurred in the course of replacement) in respect of the Relevant Receivables and the Related Collateral which may be appointed from time to time in accordance with the Receivables Purchase Agreement or the Servicing Agreement;

fourth, to pay *pari passu* with each other on a *pro rata* basis 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 and payable to the legal advisers or auditors of the Issuer, the Corporate Administrator or the Foundation under the Corporate Administration Agreement, provided that with respect to the Corporate Administrator or the Foundation (i) 100 % of all amounts payable exclusively in respect of Compartment 7 shall be allocated under this item *fourth* and (ii) a *pro rata* share of all other amounts payable will be allocated under this item *fourth* according to the proportion of the Aggregate Note Principal Amount bears to the aggregate outstanding financing liabilities of abc SME Lease Germany SA, the Lead Manager under the Subscription Agreement or any other relevant party with respect to the issue of the Notes;

fifth, to pay Class A Notes Interest due on the Payment Date immediately following such Cut-Off Date *pro rata* on each Class A Note;

sixth, to pay Class B Notes Interest due on the Payment Date immediately following such Cut-Off Date *pro rata* on each Class B Note;

seventh, prior to the full redemption of the Notes, to credit and fill the Liquidity Reserve Fund up to the amount of the Required Liquidity Reserve Amount with effect as from such Cut-Off Date;

eighth, to pay any Principal Deficiency on the Class A Notes as of such Cut-Off Date, *pro rata* on each Class A Note;

ninth, to pay any Principal Deficiency on the Class B Notes as of such Cut-Off Date, *pro rata* on each Class B Note;

tenth, only if and to the extent there is an excess amount credited to the Liquidity Reserve Fund over the Required Liquidity Reserve Amount and prior to the full redemption of all Notes and prior to the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), to pay any amounts then due and payable in repayment of outstanding principal under the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider in accordance with the Subordinated Loan Agreement;

eleventh, to pay, on a *pro rata* basis, (i) any amounts owed by the Issuer to the Seller under the Receivables Purchase Agreement in respect of any tax credit, relief, remission or repayment received by the Issuer on account of any tax or additional amount paid by the Seller, or otherwise (including, for the avoidance of doubt, any claims of the Seller against the Issuer for breach of obligation) under the Receivables Purchase Agreement or other Transaction Documents; and (ii) any amounts owed by the Issuer to any Lessor under the Servicing Agreement in respect of any refund for an unauthorised direct debit (to the extent such returns do not reduce the Collections for the Reporting Period ending on such Cut-Off Date);

twelfth, to pay any Principal Deficiency on the Class C Notes as of such Cut-Off Date, *pro rata* on each Class C Note;

thirteenth, to pay any interest then due and payable on the Subordinated Loans to the Subordinated Loan Provider in accordance with the Subordinated Loan Agreement;

fourteenth, only on and after the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), to pay any amounts then due and payable in repayment of outstanding principal under the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider in accordance with the Subordinated Loan Agreement; and

fifteenth, to pay any remaining amount as interest *pro rata* on each Class C Notes,
provided that, should a Commingling Reserve Fund Subordinated Loan have been granted pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement, any balance remaining on the Commingling Reserve Fund after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event shall be solely used to repay the Commingling Reserve Fund Subordinated Loan to the Subordinated Loan Provider and any excess used to pay interest thereon and such payments shall not be subject to either the Pre-Enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority and can be undertaken on any Business Day prior to the immediately following Cut-Off Date, including, for the avoidance of doubt, any Business Day which is not a Payment Date.

8. Notifications

With respect to each Payment Date, the Principal Paying Agent shall notify the Issuer, the Cash Administrator, the 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 Notes are outstanding of:

(i) the Interest Amount pursuant to Condition 6.1 (*Interest Calculation*) to be paid on such Payment Date;

(ii) the amount of Interest Shortfall pursuant to Condition 6.5 (*Interest Shortfall*), if any;

(iii) the amount of principal on each Class A Note, each Class B Note and each Class C Note pursuant to Condition 7 (*Replenishment and Redemption*) to be paid on such Payment Date;

(iv) with respect to each Payment Date, of the Note Principal Amount of each Class A Note, each Class B Note and each Class C Note and the Class A Principal Amount, the Class B Principal Amount and the Class C Principal Amount as from such Payment Date; and

(v) in the event the payments to be made on a Payment Date constitute the final payment with respect to the any Class of Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*) the fact that such is the final payment.

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

9. Principal Paying Agent; Luxembourg Listing Agent, Determinations Binding

(a) The Issuer has appointed The Bank of New York Mellon, acting through its London Branch to act as its principal paying agent and interest determination agent (in such capacities, the "**Principal Paying Agent**") and has appointed The Bank of New York Mellon SA/NV, Luxembourg Branch as the initial Luxembourg listing agent (the "**Luxembourg Listing Agent**").

(b) The Issuer shall procure that for as long as any Notes are outstanding there shall always be a Principal Paying Agent to perform the functions assigned to it in these Terms and Conditions and the Agency Agreement. The Issuer may at any time, with the prior consent of the Security Trustee, by giving not less than sixty (60) calendar days' notice by publication in accordance with Condition 13 (*Form of Notices*), replace the Principal Paying Agent by one or more other banks or other financial institutions which assume such functions, *provided that* (i) the Issuer shall maintain at all times a paying agent having a specified office in the European Union for as long as the Notes are listed on a stock exchange in the European Union and (ii) no paying agent located in the United States of America will be appointed. The Principal Paying Agent may at any time resign from its office by giving the Issuer and the Security Trustee not less than sixty (60) calendar days' prior notice. Each of the Principal Paying Agent and the Luxembourg Listing Agent 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 so long as the Notes are listed on the official list of the Luxembourg Stock Exchange, there shall be a listing agent in Luxembourg.

(c) All Interest Amounts, and other calculations and determinations made by the Principal Paying Agent for the purposes of these Terms and Conditions shall, in the absence of manifest or proven 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 by agreement with the U.S. Internal Revenue Service entered into 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 Security Trustee (which 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 Note Issuance Date:

(i) any of the Issuer, the Seller, the Master Servicer or the Principal Paying Agent 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 Master Servicer or the Principal Paying Agent 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 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 11 (b) or to effect any other measure suitable to avoid the relevant event described in paragraph (i) or (ii) above.

(b) The Issuer is entitled to substitute in its place another company (the "**New Issuer**") as debtor for all obligations arising under and in connection with the Notes only subject to the provisions of Condition 11 (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 other 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 3.1 (*Security*) is held by the 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 the Noteholders 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 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 for the effectiveness of the substitution; and

(v) each Rating Agency has 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. Resolutions of Noteholders

(a) 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 by majority resolution.

(b) Majority resolutions shall be binding on all Noteholders of the relevant Class. Resolutions which do not provide for identical conditions for all Noteholders of the relevant Class are void, unless the Noteholders of the relevant Class who are disadvantaged have expressly consented to their being treated disadvantageously.

(c) Noteholders of any Class may in particular agree by majority resolution in relation to such Class to the following:

(i) the change of the due date for payment of interest, the reduction, or the cancellation, of interest;

(ii) the change of the due date for payment of principal;

(iii) the reduction of principal;

(iv) the subordination of claims arising from the Notes of such Class in insolvency proceedings of the Issuer;

(v) the conversion of the Notes of such Class into, or the exchange of the Notes of such Class for, shares, other securities or obligations;

(vi) the exchange or release of security;

(vii) the change of the currency of the Notes of such Class;

(viii) the waiver or restriction of Noteholders' rights to terminate the Notes of such Class;

(ix) the substitution of the Issuer;

(x) the appointment or removal of a common representative for the Noteholders of such Class; and

(xi) the amendment or rescission of ancillary provisions of the Notes.

(d) 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 (*Resolutions of Noteholders*) (c) items (i) through (x) above, require a majority of not less than 80 per cent. of the votes cast (a "**qualified majority**").[1]

(e) Noteholders of the relevant Class shall pass resolutions by vote taken without a meeting.

(f) 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 (§ 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.

(g) 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.

(h) A person entitled to vote may not demand, accept or accept the promise of, any benefit, advantage or consideration for abstaining from voting or voting in a certain way.

(i) The Noteholders of any Class may by qualified majority resolution appoint a common representative (*gemeinsamer Vertreter*) (the "**Noteholders' Representative**") to exercise rights of the Noteholders on behalf of each Noteholder of any Class. Any natural person having legal capacity or any qualified legal person may act as Noteholders' Representative. Any person who:

(i) 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;

(ii) holds an interest of at least 20 per cent. in the share capital of the Issuer or of any of its affiliates;

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1 The list of matters specified in Condition 12 (c) (i) through (ix) corresponds to the statutory list set out in § 5 (3) nos. 1-9 of the German Act on Debt Securities (*Schuldverschreibungsgesetz*). For all of the matters specified in § 5 (3) nos. 1-9 of the German Act on Debt Securities (*Schuldverschreibungsgesetz*) only a majority of 75 per cent. or more is permitted.

(iii) is a financial creditor of the Issuer or any of its affiliates, holding a claim in the amount of at least 20 per cent. 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

(iv) is subject to the control of any of the persons set forth in sub-paragraphs (i) to (iii) 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 Noteholders of different Classes appoint a Noteholders' Representative, such person may be the same person as is appointed Noteholder's Representative in such other Class.

(j) 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 on its activities.

(k) 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 the relevant Class against the Noteholders' Representative.

(l) Each Noteholders' Representative may be removed from office at any time by the Noteholders 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.

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 thirty (30) calendar 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 of the Luxembourg Stock Exchange on the following website: www.bourse.lu.

(b) Any notice referred to under Condition 13 (a)(i) above shall be deemed to have been given to all Noteholders on the seventh (7th) calendar day after the day on which such notice was delivered to Euroclear and Clearstream Luxembourg. Any notice referred to under Condition 13 (a)(ii) above shall be deemed to have been given to all Noteholders on the day on which it is made available on the 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 § 801(1), first sentence, of the German Civil Code (*Bürgerliches Gesetzbuch*) shall end five years after the Legal Redemption Date.

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 Germany.

14.3 Governing Law

The form and content of the Notes and all of the rights and obligations of the Issuer under the Notes shall be governed in all respects by the laws of Germany. The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 concerning commercial companies, as amended shall not apply.

14.4 Jurisdiction

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

CERTAIN DEFINITIONS

"**Account**" shall mean any of the Transaction Account, the Back-Up Servicing Collection Account and any other bank account specified as such by or on behalf of the Issuer or the Security Trustee in the future in addition to the Transaction Account and the Back-Up Servicing Collection Account in accordance with the Accounts Agreement and the Trust Agreement (together, the "**Accounts**");

"**Account Bank**" shall mean The Bank of New York Mellon, acting through its Frankfurt Branch, Friedrich-Ebert-Anlage 49, D-60308 Frankfurt am Main, Germany or any successor thereof and/or any other person appointed as Account Bank in accordance with the Accounts Agreement and the Trust Agreement from time to time as the bank with which the Issuer holds the Accounts;

"**Accounts Agreement**" shall mean an accounts agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between, *inter alios*, the Issuer, the Security Trustee, the Cash Administrator and the Account Bank;

"**Additional Receivable**" shall mean any Receivable which is to be sold and assigned to the Issuer in accordance with the Receivables Purchase Agreement during the Replenishment Period;

"**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**" means any related enterprise and in particular any affiliated enterprise (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*);

"**Aggregate Outstanding Nominal Amount**" shall mean, at any time, the aggregate Outstanding Nominal Amounts of all Relevant Receivables at such time;

"**Available Interest Distribution Amount**" shall mean with respect to any Cut-Off Date and the Reporting Period ending on such Cut-Off Date, an amount calculated by the Master Servicer pursuant to the Servicing Agreement prior to the Reporting Date immediately following such Cut-Off Date with respect to the Reporting Period ending on such Cut-Off Date and notified by the Master Servicer to the Issuer and the Cash Administrator, with a copy to the Security Trustee, the Principal Paying Agent and the Account Bank, not later than on the Reporting Date following such Cut-Off Date, as the sum of:

1. any amounts standing to the credit of the Liquidity Reserve Fund as of such Cut-Off Date with respect to the Payment Date following such Cut-Off Date (A), prior to the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, such amounts shall only be applied (i) to cover any shortfalls which would otherwise arise in respect to items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority, provided that any excess amount credited to the Liquidity Reserve Fund over the Required Liquidity Reserve Amount shall be applied to items *eighth* to *tenth* (inclusive) of the Pre-Enforcement Interest Order of Priority, and (ii) on the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the balance on the Liquidity Reserve Fund shall be used to mitigate any shortfalls in payments due under items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority and also be applied to meet items *eighth*, *ninth*, and *twelfth* of the Pre-Enforcement Interest Order of Priority, provided that (a) any remaining amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount shall be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and provided further that (b) any further remaining amount credited to the Liquidity Reserve Fund will be solely applied to item *fourteenth* of the Pre-Enforcement Interest Order of Priority for the repayment of the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider and thereafter to item *fifteenth* of the Pre-Enforcement Interest Order of Priority; or (B), after the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, shall be applied to meet items *first* to *fourth* (inclusive) and items *eleventh* and *thirteenth* and *fourteenth* (inclusive) of the Pre-Enforcement Interest Order of Priority;

2. after the occurrence and continuance of a Commingling Reserve Event on the Collection Payment Date immediately preceding such Cut-Off Date but prior to the full redemption of the Class A Notes and the Class B Notes and prior to the occurrence of an Issuer Event of Default, any amounts drawn from the balance

credited to the Commingling Reserve Fund (if any) as of such Cut-Off Date with respect to the Payment Date following such Cut-Off Date equal in amount to the relevant Commingling Shortfall Collections to the extent that such Commingling Shortfall Collections constituted Interest Income. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes;

3. any Collections (including, without limitation, Deemed Collections and proceeds of any Related Collateral but excluding any Collections received with respect to Defaulted Receivables and the Related Collateral relating thereto which have been debited to the Principal Deficiency Ledger and any amounts received by the Issuer to the extent that such amounts constituted Commingling Shortfall Collections on any preceding Collection Payment Date, causing an amount equal to such shortfall to be drawn from the balance credited to the Commingling Reserve Fund (if any) and to the extent such amounts constitute Interest Income) received by the Issuer from the Seller, the Master Servicer, the Back-Up Servicer or the Lessees constituting Interest Income during such Reporting Period. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes;

4. any Collections of Defaulted Receivables (and the Related Collateral relating thereto) which have been debited to the Principal Deficiency Ledger;

5. (i)(A) any stamp duty, registration and other similar taxes, (B) any taxes levied on the Issuer and any relevant parties involved in the financing of the Issuer due to the Issuer and such parties having entered into the Receivable Purchase Agreement, the other Transaction Documents or other agreements relating to the financing or refinancing of the acquisition by the Issuer of the Relevant Receivables, (C) any liabilities, costs, claims and expenses which arise from the non-payment or the delayed payment of any taxes specified under (B) above, except for those penalties and interest charges which are attributable to the gross negligence (*grobe Fahrlässigkeit*) of the Issuer, and (D) any additional amounts corresponding to sums which the Seller is required to deduct or withhold for or on account of tax with respect to all payments made by the Seller to the Issuer under the Receivable Purchase Agreement, in each case paid by the Seller to the Issuer pursuant to the Receivable Purchase Agreement, and (ii) any taxes, increased costs and other amounts paid by the Seller to the Issuer pursuant to the Receivable Purchase Agreement and any taxes, increased costs and other amounts paid by the Master Servicer to the Issuer pursuant to the Servicing Agreement, in each case, as collected during such Reporting Period;

6. (i)(A) any default interest on unpaid sums due by the Seller to the Issuer and (B) indemnities against any loss or expense, including legal fees, incurred by the Issuer as a consequence of any default of the Seller, in each case paid by the Seller to the Issuer pursuant to the Receivable Purchase Agreement and (ii) any default interest and indemnities paid by the Master Servicer pursuant to the Servicing Agreement, in each case as collected during such Reporting Period;

7. any other amounts (other than any portion of the Available Principal Distribution Amount) paid by the Seller under or with respect to the Receivable Purchase Agreement or the Relevant Receivables or the Related Collateral and any other amounts (other than any portion of the Available Principal Distribution Amount) paid by the Master Servicer to the Issuer under or with respect to the Servicing Agreement, the Relevant Receivables or the Related Collateral, in each case, as collected during such Reporting Period;

8. any interest earned (if any) on any Account (other than interest earned on the balances allocated to the Commingling Reserve Fund) during such Reporting Period;

9. any amounts applied by way of set-off by any Lessor against the Issuer's claim for payment of Collections relating to Relevant Receivables with any claim of such Lessor arising from the receipt by the Issuer of any amount from a Lessee which amount is required to be repaid by such Lessor to the relevant Lessee on account of a refund for an unauthorised direct debit; and

10. any excess amount from the Available Principal Distribution Amount in accordance with item *seventh* of the Pre-Enforcement Principal Order of Priority.

For the avoidance of doubt, the following amounts shall not be included in the Available Interest Distribution Amount:

1. any amounts received by the Issuer but to be returned by the Issuer to any Lessor by reason of any refund for an unauthorised direct debit on such Lessor's account and for which such Lessor has not received any Collections from the respective Lessee in the same Reporting Period;

2. any tax credit, relief, remission or repayment received by the Issuer on account of any tax or additional amount paid by the Seller; and

3. any amounts credited to the Commingling Reserve Fund (if any) upon the full redemption of the Class A Notes and the Class B Notes;

"**Available Principal Distribution Amount**" shall have the meaning set out in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*);

"**Average Weighted Life**" shall mean the average of the outstanding terms (*Restlaufzeite*n) of the Lease Agreements underlying the Relevant Receivables and of the Lease Agreements underlying the Receivables offered for purchase under the Receivables Purchase Agreement weighted so as to reflect the expected reduction in the sum of (A) the Aggregate Outstanding Nominal Amount and (B) the aggregate Outstanding Nominal Amounts of the Receivables offered for purchase under the Receivables Purchase Agreement during the term of the Lease Agreements as a result of the scheduled payment of the Lease Instalments at such time;

"**Back-Up Servicer**" shall mean akf bank GmbH & Co KG, Am Diek 50, D-42277 Wuppertal, Germany or its successors or any substitute back-up servicer appointed in such capacity in accordance with the Back-Up Servicing Agreement or any other substitute back-up servicing agreement;

"**Back-Up Servicer Active Date**" shall, unless the Issuer appoints a substitute servicer other than the Back-Up Servicer, mean the date which falls fifteen (15) calendar days after the Back-Up Servicer Effective Date (exclusive) provided that the Back-Up Servicer has received (i) the Data Lists and (ii) the Back-Up Servicer Data Trustee Records, in each case, no later than on the fifth (5^{th}) Business Day after the Back-Up Servicer Effective Date from the Issuer in accordance with Clause 4.1 of the Data Trust Agreement and (iii) the corresponding confidential data keys no later than on the fifth (5^{th}) Business Day after the Back-Up Servicer Effective Date from the Data Trustee in accordance with Clause 4.2 of the Data Trust Agreement. If the Back-Up Servicer has not received all of the Back-Up Servicer Data Trustee Records, the Data Lists and the corresponding confidential data keys prior to or on the fifth (5^{th}) Business Day after the Back-Up Servicer Effective Date, the Back-Up Servicer Active Date shall be postponed for a period equivalent to the period between the fifth (5^{th}) Business Day after the Back-Up Servicer Effective Date (exclusive) and the date of the receipt of the Back-Up Servicer Data Trustee Records, the Data Lists and the corresponding confidential data keys by the Back-Up Servicer (inclusive). The Back-Up Servicer shall be entitled to rely upon any confirmation given by the Data Trustee, the Security Trustee, the Issuer or the Master Servicer (or any Sub-Servicer of the Master Servicer or other agents or delegates) with respect to how up-to date the versions of the Back-Up Servicer Data Trustee Records and the Data Lists which such person has provided to the Back-Up Servicer are. The Back-Up Servicer shall promptly notify each of the Issuer, the Corporate Administrator, the Seller, the Master Servicer, the Security Trustee, the Sub-Servicers, the Principal Paying Agent (which will notify the Noteholders in accordance with the Terms and Conditions), the Cash Administrator, the Account Bank and the Data Trustee of the occurrence of the Back-Up Servicer Active Date;

"**Back-Up Servicer Data Trustee Record**" shall mean a record substantially in the form of and include the information and the data set out in of Schedule 1 (*Form of Back-Up Servicer Data Trustee Record*) to the Back-Up Servicing Agreement;

"**Back-Up Servicer Effective Date**" shall mean the date upon which either the Back-Up Servicer has received notification of the occurrence of a Back-Up Servicer Trigger Event or a substitute servicer is appointed by the Issuer following the occurrence of a Master Servicer Termination Event in accordance with the Servicing Agreement. The Back-Up Servicer shall promptly notify each of the Issuer, the Corporate Administrator, the Seller, the Master Servicer, the Security Trustee, the Sub-Servicers, the Principal Paying Agent (which will notify the Noteholders in accordance with the Terms and Conditions), the Cash Administrator, the Account Bank and the Data Trustee of the occurrence of the Back-Up Servicer Effective Date;

"**Back-Up Servicer Standby Period Activation Date**" shall mean the date on which the Seller notifies the Back-Up Servicer that both of the following occurs on the third consecutive Cut-Off Date:

(a) the Master Servicer has provided the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 11 of the German Banking Act (*Kreditwesengesetz*) in connection with Sections 2 and 11 of the German Liquidity Regulation (*Liquiditätsverordnung*) stating that its liquidity coverage ratio (*Liquiditätsdeckungskennzahl*) as calculated in accordance with the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements is less than 115 %; and

(b) the Common Equity Tier 1 capital ratio (*harte Kernkapitalquote* and where "Common Equity Tier 1" is defined in Article 26 of Regulation 2013/575/EU) of the Master Servicer, as determined in the context of its quarterly reporting to the German Federal Bank (*Deutsche Bundesbank*), becomes a percentage which is equal to or less than 6 per cent.

"**Back-Up Servicer Standby Period Deactivation Date**" shall mean the date on which the Seller notifies the Back-Up Servicer that both of the following occur on the third consecutive Cut-Off Date:

(a) the Master Servicer has provided the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 11 of the German Banking Act (*Kreditwesengesetz*) in connection with Sections 2 and 11 of the German Liquidity Regulation (*Liquiditätsverordnung*) stating that its liquidity coverage ratio (*Liquiditätsdeckungskennzahl*) as calculated in accordance with the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements is higher than 115 %; and

(b) the Common Equity Tier 1 capital ratio (*harte Kernkapitalquote* and where "Common Equity Tier 1" is defined in Article 26 of Regulation 2013/575/EU) of the Master Servicer, as determined in the context of its quarterly reporting to the German Federal Bank (*Deutsche Bundesbank*), becomes a percentage which is higher than 6 per cent.

"**Back-Up Servicer Trigger Event**" occurs on the date upon which the appointment of the Master Servicer is terminated by itself or the Issuer, respectively, under the Servicing Agreement or, upon which the authorisation of the Master Servicer to collect Collections and to enforce any Related Collateral is automatically terminated in accordance with Clause 11.1 (b) of the Servicing Agreement, whichever occurs earlier, provided that the Issuer has designated such date to constitute a Back-Up Servicer Trigger Event;

"**Back-Up Servicing Agreement**" shall mean a back-up servicing agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between *inter alios,* the Issuer, the Security Trustee and the Back-Up Servicer or any substitute back-up servicing agreement;

"**Back-Up Servicing Collection Account**" shall mean a bank account to be opened by and held in the name of abc SME Lease Germany SA with title abc SME Lease Germany SA ICE account acting in respect of its Compartment 7 at the Account Bank following the Back-Up Servicer Effective Date in accordance with the Accounts Agreement, together with any sub-account or ledger relating to such bank account and all renewals or redesignations of such bank account as well as any other bank accounts specified as such by or on behalf of the Issuer or the Security Trustee in the future in addition to or as substitute for such Back-Up Servicing Collection Account in accordance with the Accounts Agreement and the Trust Agreement;

"**Back-Up Services**" shall mean certain services to be provided by the Back-Up Servicer to the Issuer pursuant the Back-Up Servicing Agreement;

"**Beneficiary**" shall mean any of the following persons: the Noteholders, the Principal Paying Agent, the Lead Manager, the Account Bank, the Cash Administrator, the Corporate Administrator, the Security Trustee, the Data Trustee, the Seller, the Master Servicer, the Back-Up Servicer, the Subordinated Loan Provider and any successor or transferee thereof (collectively, the "**Beneficiaries**");

"**Cash Administration Agreement**" shall mean a cash administration agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between *inter alios,* the Issuer, the Security Trustee and the Cash Administrator;

"**Cash Administrator**" shall mean Circumference FS (Luxembourg) SA, 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg, its successors or any other person appointed as Cash Administrator under the Cash Administration Agreement and under the Accounts Agreement from time to time in accordance with the Cash Administration Agreement;

"**Class A Noteholder**" shall mean any holder of Class A Notes;

"**Class B Noteholder**" shall mean any holder of Class B Notes;

"**Class C Noteholder**" shall mean any holder of Class C Notes;

"**Collection Account**" shall mean any of the Self-Payment Collection Accounts and the Lessor Collection Accounts;

"**Collection Payment Date**" shall mean the eighth (8^{th}) Business Day after the Cut-Off Date immediately preceding any Payment Date and the first Collection Payment Date shall be 12 November 2020;

"**Collections**" shall mean with respect to any Relevant Receivable and any Related Collateral, all cash collections, finance, interest, and other proceeds of such Relevant Receivable or other amounts received or recovered in respect thereof, including, without limitation, all proceeds of any Related Collateral (excluding, for the avoidance of doubt, any Excluded Portions and proceeds received in respect of the open or contracted Residual Value (*offener und geschlossener Restwert*) of the Lease Objects, other than proceeds received in the form of Compensation Payments), in each case which is irrevocable and final (provided that any direct debit (*Lastschrifteinzug*) shall constitute a Collection if there is no subsequent refund for an unauthorised direct debit in respect thereof), and any Deemed Collections of such Relevant Receivable less any amount previously received but required to be repaid on account of a refund for an unauthorised direct debit and less any fees incurred in respect of such direct debit return. Any Collection shall be credited to the Lease Instalment of such Relevant Receivable which is longest outstanding of all outstanding Lease Instalments of such Relevant Receivable and, with respect to such Lease Instalment, shall be credited first, to the scheduled interest portion of such Lease Instalment and second, to the scheduled principal portion of such Lease Instalment;

"**Commingling Reserve Event**" occurs if the Seller, the Master Servicer, any Lessor or any Sub-Servicer is either Insolvent or the Seller, the Master Servicer, any Lessor or any Sub-Servicer intends to commence Insolvency Proceedings (including preliminary Insolvency Proceedings) or is subject to Insolvency Proceedings (including preliminary Insolvency Proceedings) or if any measures under Section 21 of the German Insolvency Code (*Insolvenzordnung*) are taken in respect of the Seller, the Master Servicer, any Lessor or any Sub-Servicer. For the avoidance of doubt, any restructuring, reorganisation or merger of the Seller, the Master Servicer, any Lessor or any Sub-Servicer for any reason not related to the above-mentioned events shall not constitute a Commingling Reserve Event;

"**Commingling Reserve Fund**" shall mean a ledger to the Transaction Account, which may be funded by a Commingling Reserve Fund Subordinated Loan if such Commingling Reserve Fund Subordinated Loan is granted by the Subordinated Loan Provider, in its sole discretion, pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement as well as any other ledger specified as such by or on behalf of the Issuer or the Security Trustee in the future in addition to or as substitute for such Commingling Reserve Fund to the Transaction Account in accordance with the Accounts Agreement and the Trust Agreement. The Subordinated Loan Provider in its sole discretion has the option, but not the obligation, to grant the Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement. The Subordinated Loan Provider shall be under no obligation under any circumstances to grant a Commingling Reserve Fund Subordinated Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes. As of the Note Issuance Date the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes;

"**Commingling Reserve Fund Subordinated Loan**" shall mean a loan which may be granted to the Issuer by the Subordinated Loan Provider, in its sole discretion, pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement for the purpose of establishing the Commingling Reserve Fund. The Subordinated Loan Provider in its sole discretion has the option, but not the obligation, to grant the Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement. The Subordinated Loan Provider shall be under no obligation to grant a Commingling Reserved Fund Subordinate Loan to the Issuer and it is not expected that any Commingling Reserve Fund Subordinated Loan will be granted during the life of the Notes;

"**Commingling Shortfall Collections**" shall mean, with respect to any Collection Payment Date on which a Commingling Reserve Event occurs, Collections in an amount equal to the portion of the Collections which on such Collection Payment Date failed to be transferred to the Transaction Account due to the occurrence and continuance of a Commingling Reserve Event and in respect of which no previous drawing has been made from the Commingling Reserve Fund;

"**Compartment**" shall mean a compartment of abc SME Lease Germany SA within the meaning of the Securitisation Law;

"**Compartment 7**" shall mean the seventh Compartment of abc SME Lease Germany SA designated for the purposes of the transaction envisaged by the Transaction Documents and named 'Compartment 7';

"**Compensation Payment**" shall mean a compensation payment (*Ausgleichszahlung*) owed by a Lessee under a Lease Agreement to which such Lessee is a party and the amount of which is explicitly determinable, with respect to the date on which such compensation payment falls due, in accordance with the terms of such Lease Agreement if such Lease Agreement is terminated prior to its scheduled term (*kalkulierte Vertragsdauer*) and which will become due and payable upon the termination of such Lease Agreement and which will not exceed an amount equal to the sum of (i) the Outstanding Nominal Amount of the affected portion of the Relevant Receivable arising under such Lease Agreement (as determined as of such date if such date is a Cut-Off Date or if such date is not a Cut-Off Date, as of the Cut-Off Date which immediately follows the date on which such compensation payment falls due) and (ii) if such compensation payment falls due on a date which is not a Cut-Off Date, the scheduled principal portion and the scheduled interest portion (excluding any Excluded Portion) of any Lease Instalment of such Relevant Receivable which falls due in the Reporting Period which commenced prior to the date on which such compensation payment falls due;

"**Corporate Administration Agreement**" shall mean a corporate administration agreement dated as of 17 October 2013, as last amended and restated as of 14 October 2020 and as further amended or amended and restated from time to time and entered into between, *inter alios,* abc SME Lease Germany SA, the Foundation and the Corporate Administrator;

"**Corporate Administrator**" shall mean Circumference FS (Luxembourg) SA, with its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, its successors and any other person appointed as Corporate Administrator from time to time in accordance with the Corporate Administration Agreement;

"**Covid 19 Legislation Deferred Receivable**" means a Receivable with respect to which the respective Lessee has asserted its right to have such Receivable suspended in full or in part pursuant to Article 240 of the EGBGB as introduced by The law on mitigating the consequences of the COVID 19 Pandemic in civil law, insolvency law and criminal procedural law (*Gesetz zur Abmilderung der Folgen der COVID 19-Pandemie im Zivil-, Insolvenz und Strafverfahrensrecht*) of 27 March 2020;

"**Credit and Collection Policies**" shall mean a summary of the credit and collection principles of the Lessors and the Seller which must be complied with by each Lessor and the Seller in relation to the Receivables arising from the Lease Agreements and the Related Collateral and as set out in Appendix D (*Credit and Collection Policies*) to these Terms and Conditions ("**Appendix D**"), as amended from time to time provided that the Issuer and the Security Trustee have given their prior consent to any material amendment to the Credit and Collection Policies in writing;

"**Cumulative Gross Loss**" shall mean, at any time, a percentage which is the sum of the aggregate Outstanding Nominal Amounts of all Defaulted Receivables (excluding, however, any Collections in the form of recoveries received in respect of such Defaulted Receivables) at such time divided by the aggregate Purchase Prices paid in respect of all Relevant Receivables prior to such time;

"**Data Trustee**" shall mean Wilmington Trust SP Services (Dublin) Limited, with its registered office at Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland, its successors and any other person appointed as Data Trustee from time to time in accordance with the Data Trust Agreement;

"**Data Trust Agreement**" shall mean a data trust agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between, *inter alios*, the Issuer, the Data Trustee, the Seller and the Security Trustee;

"**Deemed Collection**" shall mean an amount equal to the sum of (A) the Outstanding Nominal Amount of the affected portion of any Relevant Receivable (as determined as of the date on which such Deemed Collection arises if such date is a Cut-Off Date and if such date is not a Cut-Off Date, as determined as of the Cut-Off Date which immediately follows such date) if (i) such Relevant Receivable becomes a Disputed Receivable (irrespective of any subsequent court determination in respect thereof), (ii) the relevant Lease Agreement proves not to have been legally valid, binding or enforceable as of the Purchase Date of such Relevant Receivable or the Relevant Receivable contemplated in the relevant Lease Agreement proves not to have been assignable as of the Purchase Date of such Relevant Receivable, (iii) the Related Collateral contemplated in the relevant Lease Agreement proves not to have existed as of the Purchase Date, (iv) the Issuer proves not to have acquired, upon the payment of the Purchase Price for such Relevant Receivable on the Purchase Date of such Relevant Receivable, title to such Relevant Receivable and to the Related Collateral contemplated in the relevant Lease Agreement free and clear of any Adverse Claim, (v) such Relevant Receivable proves not to have been an Eligible Receivable on the Purchase Date of such Relevant Receivable, (vi) such Relevant Receivable or Related Collateral contemplated in the relevant Lease Agreement is deferred, redeemed or otherwise modified unless such modification of the relevant Agreement is permitted under the Receivables Purchase Agreement, the Servicing Agreement or under the Credit and Collection Policies or constitutes a Permitted Modification or the underlying relevant Lease Agreement is terminated, (vii) the relevant Lease Agreement is not terminated by the Lessor which is party to such Lease Agreement even though such Lessor has been instructed to do so by the Seller pursuant to Clause 12 (k) of the Receivable Purchase Agreement, (viii) such Relevant Receivable or the relevant Related Collateral contemplated in the relevant Lease Agreement otherwise did not exist in whole or partly prior to its sale and assignment to the Issuer or ceases to exist for any reason (in particular without limitation because of termination of the underlying Lease Agreement when a Lessee and the related Lessor have agreed to exchange the Lease Object which is the subject to such Lease Agreement), (ix) such Relevant Receivable causes a Self-Payment Lessee Deemed Collection Event to occur, (x) the Lessee which owes such Relevant Receivable holds any deposits with either the Seller or any Lessor or (xi) the transfer of Collections received on a Lessor Collection Account in respect of such Relevant Receivable to the Transaction Account is prevented by the occurrence and continuance of a Lessor Collection Account Bank Insolvency Event and (B) any reduction of the Outstanding Nominal Amount of any Relevant Receivable (as determined as of the date on which such Deemed Collection arises if such date is a Cut-Off Date and if such date is not a Cut-Off Date, as determined as of the Cut-Off Date which immediately follows such date) or any other amount owed by a Lessee due to (i) 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 (ii) any discount or other credit in favour of the Lessee, in each case as of the date of such reduction for such Relevant Receivable and (C) if such Deemed Collection arises as of a date which is not a Cut-Off Date, the schedule principal portion and the scheduled interest portion (excluding any Excluded Portion) in respect of any Lease Instalment of the affected portion of such Relevant Receivable which falls due in the Reporting Period which commenced prior to the date on which such Deemed Collection arises;

"**Defaulted Receivable**" shall mean any Receivable (which is neither a Disputed Receivable nor a Delinquent Receivable) in relation to which (i) an amount of at least a portion of one Lease Instalment due and payable under the relevant Lease Agreement remains unpaid for at least one hundred and eighty (180) consecutive calendar days, (ii) the Lessor which originated such Receivable has written-off such Receivable in accordance with the Credit and Collection Policies or (iii) insolvency proceedings have been commenced pursuant to Section 13 of the German Insolvency Code (*Insolvenzordnung*) with respect to the relevant Lessee unless any such application for insolvency proceedings has been dismissed within thirty (30) days from and excluding the day it is filed (unless dismissed on the ground that the costs of the insolvency proceedings were likely to exceed the assets of such Lessee (*Abweisung mangels Masse*));

"**Delinquent Receivable**" shall mean any Receivable (which is neither a Disputed Receivable nor a Defaulted Receivable) in relation to which the aggregate amount of one monthly Lease Instalment or any portion thereof remains unpaid for at least five (5) consecutive calendar days;

"**Delinquency Ratio**" means on any Cut-Off Date, the ratio of (A+B+C) / (D+E+F) expressed as a percentage, where

"A" means the aggregate Outstanding Nominal Amounts of all Relevant Receivables which have not been paid on the related Receivable Due Dates during the Reporting Period ending on the Cut-Off Date and to which the most recent Investor Report relates;

"B" means the aggregate Outstanding Nominal Amounts of all Relevant Receivables which have not been paid on the related Receivable Due Dates during the Reporting Period immediately preceding the Reporting Period ending on the Cut-Off Date and to which the second most recent Investor Report relates;

"C" means (x) the aggregate Outstanding Nominal Amounts of all Relevant Receivables which have not been paid on the related Receivable Due Dates during the second Reporting Period immediately preceding Reporting Period ending on the Cut-Off Date and to which the third most recent Investor Report relates;

"D" means the aggregate Outstanding Nominal Amounts of all Relevant Receivables as of the Cut-Off Date relating to the Reporting Period ending on the Cut-Off Date and to which the most recent Investor Report relates;

"E" means the aggregate Outstanding Nominal Amounts of all Relevant Receivables as of the Cut-Off Date relating to the Reporting Period immediately preceding the Reporting Period ending on the Cut-Off Date and to which the second most recent Investor Report relates;

"F" means the aggregate Outstanding Nominal Amounts of all Relevant Receivables as of the Cut-Off Date relating to the second Reporting Period immediately preceding the Reporting Period ending on the Cut-Off Date and to which the third most recent Investor Report relates.

"**Disputed Receivable**" shall mean any Receivable in respect of which payment is not made and disputed by the Lessee (other than where the Master Servicer which 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);

"**Early Amortisation Event**" shall mean the occurrence of any of the following events prior to the Payment Date in October 2022 (inclusive):

(i) an Issuer Event of Default;

(ii) a Master Servicer Termination Event;

(iii) the third (3^{rd}) consecutive Payment Date has occurred on which the balance standing to the credit of the Purchase Shortfall Ledger exceeds 20 per cent. of the aggregate Note Principal Amounts of the Notes at such time;

(iv) the Liquidity Reserve Fund is not refilled up to the Required Liquidity Reserve Amount on any Payment Date;

(v) the sum of the amounts out of the Available Principal Distribution Amount to be allocated to items *first* and *second* of the Pre-Enforcement Principal Order of Priority is less than the Replenishment Available Amount as of the related Purchase Date;

(vi) the third (3^{rd}) consecutive Cut-Off Date has occurred on which the Delinquency Ratio, as determined from the most recent three Investor Reports, exceeds 0.65 %;

(vii) the third (3^{rd}) consecutive Payment Date has occurred on which the Principal Deficiency on the Class C Notes exceeds an amount equal to EUR 500,000; and

(viii) the occurrence of the date specified by the Seller as the date on which the Replenishment Period is to end, provided that the Seller has given at least one (1) month prior written notice to each of the Issuer, the Cash Administrator and the Security Trustee thereof;

"**Eligible Receivable**" shall mean any Receivable which meets the eligibility criteria specified Appendix C hereto;

"**Excluded Portion**" shall mean in respect of each Lease Instalment, to the extent applicable, any VAT portion, insurance premium portion and maintenance portion as well as any fees, any costs, any default interest (*Verzugszinsen*) and any late payment or similar charges relating to such Lease Instalment;

"**EUR**" shall mean Euros, the lawful currency of those member states of the European Community that adopt and/or have adopted the "Euro" as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union;

"**FATCA**" shall mean Section 1471 through 1474 of the U.S. Internal Revenue Code (as the same may be amended from time to time) and any current or future regulations promulgated thereunder or official interpretations thereof;

"**Foundation**" shall mean Stichting abc SME Lease Germany a foundation (*Stichting*) established under the laws of The Netherlands with registered office at Barbara Strozzilaan 101, NL-1083 HN Amsterdam, The Netherlands;

"**Germany**" shall mean the Federal Republic of Germany;

"**Hire-Purchase Limit**" shall mean at any time, 50% of the Aggregate Outstanding Nominal Amount at such time;

"**Insolvency Proceedings**" shall mean, for any person, to be subject to a voluntary dissolution or an insolvency proceeding (i.e. inability to pay its debts when they fall due (*Zahlungsunfähigkeit*); overindebtedness (*Überschuldung*) or impending illiquidity (*drohende Zahlungsunfähigkeit*), within the meaning of Sections 17, 18 and 19 of the German Insolvency Code (*Insolvenzordnung*) as well as the winding-up, liquidation, dissolution, bankruptcy, receivership, reorganisation, insolvency or administration of such person or any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated (or, if not a company or corporation, domiciled) or of any jurisdiction in which such person carries on business or has any assets including the seeking of an arrangement, adjustment, protection or relief of creditors and including, without limitation in relation to abc SME Lease Germany SA, bankruptcy (*faillite*), insolvency, its voluntary or judicial liquidation, reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance, general settlement with creditors (*concordat préventif de faillite*), reorganisation or similar proceedings affecting the rights of creditors generally;

"**Insolvent**" shall mean,

(a) if such person is incorporated, domiciled or resident in Luxembourg or has its "centre of main interests" in Luxembourg, as such term is used by Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings, such person is subject to a winding-up, administration or dissolution, administration or reorganisation, composition, compromise, assignment or arrangement or similar laws affecting the rights of creditors generally which includes without limitation when such person

    (i) enters into a voluntary arrangement with its creditors (*concordat préventif de faillite*) pursuant to the law of 14 April 1886 on arrangements to prevent insolvency, as amended;

    (ii) is granted a moratorium or reprieve from payment (*sursis de paiement*) within the meaning of Articles 593 *et seq.* of the Luxembourg Commercial Code;

    (iii) is subject to controlled management (*gestion contrôlée*) within the meaning of the grand ducal regulation 24 May 1935 on controlled management;

    (iv) is itself or any of its assets the subject of any Insolvency Proceedings commenced pursuant to Articles 437 *et seq.* of the Luxembourg Commercial Code or any other Insolvency Proceedings pursuant to the Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings unless the application for such proceedings is dismissed within thirty (30) days from and excluding the day it is filed (unless dismissed on the ground that the costs of the Insolvency Proceedings were likely to exceed the assets of such person (*clôture pour insuffisance d'actifs*));

    (v) takes any corporate action or is the subject of any legal proceedings commenced against it for its dissolution or (voluntary or judicial) liquidation in accordance with the laws of Luxembourg;

(vi) is in a situation of illiquidity (*cessation de paiements*), and without access to credit (*credit ébranlé*) within the meaning of Article 437 of the Luxembourg Commercial Code;

(vii) has entered into general settlement arrangement with creditors; or

(viii) where such person is a bank or another entity licensed under the Luxembourg Banking Act to conduct management of third party assets, any action under Part IV of the Luxembourg Banking Act (*loi du 5 avril 1993 relative au secteur financier, telle que modifiée*) have been taken with respect to such person; or

(b) if such person is incorporated, domiciled or resident in Germany or has its "centre of main interests" in Germany, as such term is used by Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings, such person

(i) enters into a voluntary arrangement with its creditors or is declared bankrupt;

(ii) is itself or any of its assets the subject of any insolvency proceedings commenced pursuant to Section 13 of the German Insolvency Code (*Insolvenzordnung*), unless the application for such proceedings is dismissed within thirty (30) days from and excluding the day it is filed (unless dismissed on the ground that the costs of the insolvency proceedings were likely to exceed the assets of such person (*Abweisung mangels Masse*));

(iii) takes any corporate action or is the subject of any legal proceedings commenced against it for its dissolution or liquidation in accordance with the laws of Germany;

(iv) is in a situation of illiquidity (*Zahlungsunfähigkeit*), over-indebtedness (*Überschuldung*) or presumably unable to pay its debts as they fall due within the meaning of Section 18 of the German Insolvency Code (*drohende Zahlungsunfähigkeit*);

(v) where such person is a credit institution, any action under Sections 45 through 48 of the German Banking Act (*Kreditwesengesetz*) has been taken with respect to such person;

(vi) where such person is a credit institution, any action under German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) has been taken with respect to such person; or

(vii) where such person is a credit institution, any restructuring or reorganisation plan under the German Bank Restructuring Act (*Gesetz zur Reorganisation von Kreditinstituten)* has been taken with respect to such person;

(c) if such person is not insolvent according to (a) or (b) above, such person:

(i) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(iv) institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted against it, such proceeding or petition (A results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof;

(v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(vi) has a creditor take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such creditor maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter;

(vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified under paragraphs (i) to (vi) above (inclusive); or

(viii) takes any formal action in indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

"**Interest Income**" shall mean, with respect to any Lease Instalment of any Relevant Receivable on any Cut-Off Date, any interest portion of such Lease Instalment owed under the Lease Agreement pursuant to which such Relevant Receivable arises (excluding any Excluded Portion), as calculated on the basis of the Outstanding Nominal Amount of such Relevant Receivable and the Leasing Interest Rate;

"**Investor Report**" shall mean a monthly report prepared by the Master Servicer with respect to each Payment Date which includes, *inter alia*, the calculation of amounts payable under the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority, updated stratification tables of the Relevant Receivables and the Related Collateral. The first Investor Report issued by the Master Servicer shall additionally disclose the amount of Notes retained by the Seller Each subsequent Investor Report shall confirm the amount of Notes retained by the Seller. In relation to any amount of Notes initially retained by the Seller but subsequently placed with investors other than the Seller such circumstance will be disclosed (to the extent legally permitted) in the next Investor Report following such out-placement. The Master Servicer will provide each Investor Report to the Issuer, the Security Trustee, the Principal Paying Agent, and the Cash Administrator no later than on the Reporting Date after the Cut-Off Date immediately preceding such Payment Date. The Master Servicer shall make each Investor Report available to all Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and, upon request, to potential investors on the website of European Data Warehouse (www.eurodw.eu) without undue delay but no later than two (2) Business Days prior to each Payment Date as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation. The website of European Data Warehouse does not form part of the information provided to the Noteholders in the Investor Reports and disclaimers may be posted with respect to the information posted thereon;

"**Lead Manager**" shall mean Landesbank Baden-Württemberg, Am Hauptbahnhof 2, 70173 Stuttgart, Germany or any successor thereof;

"**Lease Agreement**" shall mean (i) any lease agreement entered into between a Lessor which is party to such lease agreement and any Lessee relating to the Receivable owed by such Lessee to such Lessor; or (ii) a hire-purchase agreement (*Mietkaufvertrag*) entered into between a Lessor which is party to such hire-purchase agreement and any Lessee with respect to the purchase of a Lease Object from such Lessor as seller by such Lessee as purchaser pursuant to which such Lessee is obliged to pay to such Lessor Lease Instalments for the use of and transfer of title of the respective Lease Object;

"**Lease Instalment**" shall mean (i)(A) any lease instalment which shall be payable under a Lease Agreement on a monthly basis in accordance with the terms of such Lease Agreement (as applicable) in respect of the immediately following lease period under such Lease Agreement, or (B) any hire-purchase instalment which shall be payable under a Lease Agreement on a monthly basis in accordance with the terms of such Lease Agreement (as applicable) in respect of the immediately following lease period under such Lease Agreement, and, in each case, (ii) any Compensation Payment payable under a Lease Agreement (in each case, excluding the respective Excluded Portion);

"**Lease Object**" shall mean any object leased or hire-purchased by a Lessee under a Lease Agreement and shall include production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables (for the avoidance of doubt, no object shall fall within the meaning of this definition to the extent it qualifies as an immoveable object within the meaning of Section 110 of the German Insolvency Code);

"**Leasing Interest Rate**" shall be 4 %;

"**Lessee**" shall mean each of the persons obliged to make payments under a Lease Agreement (together, the "**Lessees**");

"**Lessee Limit**" shall mean at any time, with respect to any Receivable and in respect of any Lessee and any Affiliate of such Lessee, 1 % of the Aggregate Outstanding Nominal Amount at such time;

"**Lessor**" shall mean any of (i) abcfinance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, (ii) milon financial services GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, (iii) Hako Finance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, (iv) ETL Finance GmbH & Co.KG, Martin- Schmeißer-Weg 14, D-44227 Dortmund, Germany, and (v) Schneidereit Finance GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany and in each case, their respective successor;

"**Lessor Collection Account**" shall mean any of certain accounts set out in a schedule to the Servicing Agreement which is utilised for the time being by any Lessor in its capacity as Sub-Servicer for the collection of Relevant Receivables originated by such Lessor in respect of which the Lessees have authorised such Lessor to debit their respective accounts or such other accounts as may for the time being be opened in addition thereto or substituted therefor;

"**Lessor Collection Account Bank**" shall mean Deutsche Bank Aktiengesellschaft, or any successor thereof and/or any other person which acts as Lessor Collection Account Bank from time to time as the bank with which the Lessors hold the Lessor Collection Accounts;

"**Lessor Collection Account Bank Insolvency Event**" occurs if the Lessor Collection Account Bank is either Insolvent or if any measures under Section 21 of the German Insolvency Code (*Insolvenzordnung*) are taken in respect of the Lessor Collection Account Bank. For the avoidance of doubt, any restructuring, reorganisation or merger of the Lessor Collection Account Bank for any reason not related to the above-mentioned events shall not constitute a Lessor Collection Account Bank Insolvency Reserve Event;

"**Liquidity Reserve Fund**" shall mean a ledger to the Transaction Account, initially funded by the Liquidity Reserve Fund Subordinated Loan granted pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement and to which the relevant portion of the Available Interest Distribution Amount as of each relevant Cut-Off Date and as determined by the Master Servicer prior to the relevant Reporting Date shall be applied on the Payment Date immediately following such Cut-Off Date and credited pursuant to item *seventh* of the Pre-Enforcement Interest Order of Priority, as well as any other ledger specified as such by or on behalf of the Issuer or the Security Trustee in the future in addition to or as substitute for such Liquidity Reserve Fund in accordance with the Accounts Agreement and the Trust Agreement;

"**Liquidity Reserve Fund Subordinated Loan**" shall mean a loan granted to the Issuer by the Subordinated Loan Provider pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement for the purpose of establishing the Liquidity Reserve Fund;

"**Master Servicer**" shall mean abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, or any successors or transferees thereof or any substitute servicer appointed in such capacity in accordance with the Servicing Agreement and the Receivables Purchase Agreement;

"**Master Servicer Termination Event**" shall mean the occurrence of any of the following:

1. The Seller or the Master Servicer fails to make a payment due under the Servicing Agreement at the latest on the fifth (5^{th}) 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.

2. Following a demand for performance the Seller or the Master Servicer fails within five (5) Business Days to perform any of its material (as determined by the Issuer) obligations (other than those referred to in item 1 above) owed to the Issuer under the Servicing Agreement.

3. Any of the representations and warranties made by the Seller or the Master Servicer with respect to or under the Servicing Agreement or any report prepared by the Master Servicer or information transmitted is materially false or incorrect.

4. The Seller or the Master Servicer is in breach of any of the covenants set out in the Servicing Agreement and such breach is not remedied after its occurrence within (i) five (5) Business Days where such breach relates to a failure of payment or (ii) ten (10) Business Days where such breach relates to a failure of performance of any of the covenants set out in the Servicing Agreement (other than payment).

5. Any licence, registration or authorisation of the Seller or the Master Servicer required with respect to the Servicing Agreement and the Services to be performed by the Seller or the Master Servicer under the Servicing Agreement is revoked, restricted or made subject to any conditions.

6. The Seller or the Master Servicer (acting on behalf of and in the name of the Seller) fails to collect Relevant Receivables or Related Collateral pursuant to the Servicing Agreement or is no longer entitled or capable to collect such Relevant Receivables and the Related Collateral for practical or legal reasons.

7. There are valid reasons for the Issuer to assume that the fulfilment of material duties and material obligations under the Servicing Agreement or under the Lease Agreements or Related Collateral on the part of the Seller or the Master Servicer appear to be impeded and the Seller or the Master Servicer, after having been notified thereof by the Issuer, has failed to negate such assumption on the part of the Issuer within ten (10) Business Days after having been notified.

8. A material adverse change in the business or financial conditions of the Seller or the Master Servicer has occurred which materially affects its ability to perform its obligations under the Servicing Agreement.

9. The Seller, the Master Servicer, any Lessor or any Sub-Servicer is either Insolvent or the Seller, the Master Servicer, any Lessor or any Sub-Servicer intends to commence Insolvency Proceedings (including preliminary Insolvency Proceedings) or is subject to Insolvency Proceedings (including preliminary Insolvency Proceedings) or if any measures under Section 21 of the German Insolvency Code are taken in respect of the Seller, the Master Servicer, any Lessor or any Sub-Servicer. For the avoidance of doubt, any restructuring, reorganisation or merger of the Seller, the Master Servicer, any Lessor or any Sub-Servicer of any reason not related to the above-mentioned events shall not constitute a Master Servicer Termination Event.

10. The commencement of negotiations concerning the conclusion of a standstill agreement (*Stillhaltevereinbarung*) have commenced in respect of the Seller or the Master Servicer or a standstill agreement in respect of the Seller or the Master Servicer has been concluded.

11. The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) takes any measures according to Sections 45 – 48 of the German Banking Act (*Kreditwesengesetz*) against the Seller or the Master Servicer.

12. The Master Servicer has provided each of the German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 24, paragraph (1), number 4 of the German Banking Act (*Kreditwesengesetz*),

13. The Master Servicer has provided the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 11 of the German Banking Act (*Kreditwesengesetz*) in connection with Sections 2 and 11 of the German Liquidity Regulation (*Liquiditätsverordnung*) stating that its liquidity coverage ratio (*Liquiditätsdeckungskennzahl*) as calculated in accordance with the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements is less than 100 %.

14. The Common Equity Tier 1 capital ratio (*harte Kernkapitalquote* and where "Common Equity Tier 1" is defined in Article 26 of Regulation 2013/575/EU) of the Master Servicer, as determined in the context of its quarterly reporting to the German Federal Bank (*Deutsche Bundesbank*), becomes a percentage which is equal to or less than 4.5 per cent., provided that such Common Equity Tier 1 capital ratio of the Master Servicer has not been raised back to a percentage level equal to or above such percentage threshold within a period of thirty (30) calendar days following such determination;

"**Mileage Agreement**" shall mean any Lease Agreement based on the standard form agreements KFZ-KILOMETER-VERTRAG and KFZ-LEASING-VERTRAG mit Kilometerabrechnung by any Lessor;

"**Net Note Proceeds**" shall mean an amount equal to EUR 462,900,000;

"**No Commingling Risk Event**" shall occur on the Cut-Off Date preceding the Payment Date after two consecutive Payment Dates immediately following the date on which the Cash Administrator was notified by the Issuer or any of its agents, including, without limitation, the Back-Up Servicer, that the Lessees have been notified of the assignment and transfer of the respective Relevant Receivables and the Related Collateral to the Issuer, provided that the Cash Administrator informs each of the Issuer, the Seller, the Back-Up Servicer and the Security Trustee in writing that it did not draw any amounts equal to any Commingling Shortfall Collection from the Commingling Reserve Fund on the two consecutive Payment Dates immediately preceding such Payment Date for allocation to either the Available Interest Distribution Amount or the Available Principal Distribution Amount and that, subject to such notification to such persons, the No Commingling Risk Event has occurred;

"**Nominal Amount**" shall mean with respect to any Receivable at any time, the sum of all Lease Instalments (however excluding any Lease Instalments which fall due and are payable prior to but excluding the Cut-Off Date immediately preceding the Purchase Date of such Receivable) payable pursuant to the Lease Agreement underlying such Receivable at such time and discounted by the Leasing Interest Rate as of the first Receivable Due Date immediately following the Cut-Off Date prior to the Purchase Date of such Receivable;

"**Note Collateral**" shall have the meaning assigned to such term in Clause 7 (*Security Purpose*) of the Trust Agreement;

"**Offer**" shall mean the offer to be made by the Seller to the Issuer, under the Receivable Purchase Agreement to sell certain Eligible Receivables, together with the Related Collateral, to the Issuer on the Purchase Date of such Receivables;

"**Outstanding Nominal Amount**" shall mean, with respect to any Relevant Receivable and at any time, the Nominal Amount of such Relevant Receivable as determined with respect to the Cut-Off Date immediately preceding the Purchase Date of such Relevant Receivable less the amount of the principal portion of each Collection received by the Issuer and applied to the Nominal Amount of such Relevant Receivable, provided that Collections shall not be treated as received by the Issuer until credited to the Transaction Account and provided further that such Outstanding Nominal Amount shall be restored in the amount and to the extent of any Collections so received and applied if at any time the distribution of such Collections is rescinded or must otherwise be returned for any reason;

"**Permitted Modification**" shall mean any of the following modifications made to the underlying Lease Agreement of any Relevant Receivable: if another person accedes to such Lease Agreement in addition to the original Lessee(s) which is party to such Lease Agreement; provided that such modification is notified by the Seller to the Issuer and the Security Trustee in accordance with the Receivables Purchase Agreement;

"**Principal Deficiency Ledger**" shall mean a ledger account to the Transaction Account to which, with respect to each Cut-Off Date, the Outstanding Nominal Amount of each Relevant Receivable which has become a Defaulted Receivable during the Reporting Period ending on such Cut-Off Date and any Reporting Period preceding such Reporting Period is debited and any amounts applied pursuant to items *eighth*, *ninth* and *twelfth* of the Pre-Enforcement Interest Order of Priority on such Cut-Off Date and any Cut-Off Date preceding such Cut-Off Date are credited;

"**Principal Deficiency on the Class A Notes**" shall mean, as of any Cut-Off Date, the excess (if any) of (A) the aggregate Outstanding Nominal Amounts of all Relevant Receivables which have become Defaulted Receivables on or before such Cut-Off Date over (B) any portion of the Available Interest Distribution Amount applied to the Principal Deficiency on the Class A Notes, the Principal Deficiency on the Class B Notes and the Principal Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority on any Payment Date preceding such Cut-Off Date, and over (C) the sum of the Class B Principal Amount and the Class C Principal Amount outstanding on such Cut-Off Date;

"**Principal Deficiency on the Class B Notes**" shall mean, as of any Cut-Off Date, the excess (if any) of (A) the aggregate Outstanding Nominal Amounts of all Relevant Receivables which have become Defaulted Receivables on or before such Cut-Off Date over (B) any portion of the Available Interest Distribution Amount applied to the Principal Deficiency on the Class A Notes, the Principal Deficiency on the Class B Notes and the Principal

Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority on any Payment Date preceding such Cut-Off Date, and over (C) the Class C Principal Amount outstanding on such Cut-Off Date;

"**Principal Deficiency on the Class C Notes**" shall mean, as of any Cut-Off Date, the lower of (A) the aggregate Outstanding Nominal Amount of all Relevant Receivables which have become Defaulted Receivables on or before such Cut-Off Date, as reduced by any portion of the Available Interest Distribution Amount applied to the Principal Deficiency on the Class A Notes, the Principal Deficiency on the Class B Notes and the Principal Deficiency on the Class C Notes in accordance with the Pre-Enforcement Interest Order of Priority on any Payment Date preceding such Cut-Off Date and (B) the Class C Principal Amount outstanding on such Cut-Off Date;

"**Principal Deficiency on the Notes**" shall mean, with respect to any Cut-Off Date, the sum of the Principal Deficiency on the Class A Notes as of such date, the Principal Deficiency on the Class B Notes as of such date and the Principal Deficiency on the Class C Notes as of such date;

"**Principal Income**" shall mean, with respect to any Lease Instalment of any Relevant Receivable, the amount of such Lease Instalment minus the Interest Income of such Lease Instalment of such Relevant Receivable (excluding any Excluded Portion);

"**Prospectus**" shall mean a prospectus issued by the Issuer as of 14 October 2020, as supplemented from time to time, in relation to the offer and sale of the Notes;

"**Provisions regarding Resolutions of Noteholders**" shall mean the provisions regarding resolutions of the Noteholders as set out in Appendix E (*Provisions regarding Resolutions of Noteholders*) to these Terms and Conditions ("**Appendix E**");

"**Purchase Date**" shall mean, with respect to the purchase of the Receivables together with the Related Collateral by the Issuer from the Seller under the Receivables Purchase Agreement, the Note Issuance Date and any Payment Date on which such purchase otherwise takes effect;

"**Purchase Price**" shall for an individual Receivable, be equal to the product of "A" and "B", whereby "A" equals the aggregate of the outstanding Lease Instalments as of the Cut-Off Date immediately preceding the Purchase Date of such Receivable (excluding, for the avoidance of doubt, any Excluded Portions and including (i) any Lease Instalments which fall due and are payable prior to such Purchase Date and after such Cut-Off Date (exclusive) and (ii) any prepayments rendered by the related Lessee after such Cut-Off Date (exclusive) and prior to such Purchase Date) disclosed in the respective lease certificate attached to the underlying Lease Agreement discounted by the Leasing Interest Rate as of the first Receivable Due Date immediately following the Cut-Off Date prior to such Purchase Date and "B" in respect of the Note Issuance Date only, equals the Net Note Proceeds divided by the Aggregate Outstanding Nominal Amount as of the Note Issuance Date and in respect of any other Purchase Date during the Replenishment Period, equals 1;

"**Purchase Shortfall Amount**" shall mean, (i) on any Purchase Date during the Replenishment Period, the excess, if any, of the Replenishment Available Amount over an amount equal to aggregate Purchase Prices payable in accordance with the Receivables Purchase Agreement for all Receivables, together with the Related Collateral, purchased by the Issuer on such Purchase Date and (ii) on the Note Issuance Date, the excess, if any, of the Net Note Proceeds over an amount equal to aggregate Purchase Prices payable in accordance with the Receivables Purchase Agreement for all Receivables, together with the Related Collateral, purchased by the Issuer on the Note Issuance Date;

"**Purchase Shortfall Ledger**" shall mean a ledger account to the Transaction Account to which any Purchase Shortfall Amount shall be credited;

"**Rating Agencies**" shall mean DBRS Ratings GmbH or its successors of its rating business ("**DBRS**") or and Fitch Ratings Limited or its successors of its rating business ("**Fitch**");

"**Receivable**" shall mean, with respect to any receivable which is the subject of the Offer under the Receivable Purchase Agreement, any liability to pay outstanding Lease Instalments owed by a Lessee to the Seller which purchased such receivable from the Lessor which had originated such receivable pursuant to the underlying Lease Agreement and for which such Lessor issued a certificate (*Abrechnungsschreiben*) for the lease of the related Lease Object, including any Related Collateral, excluding any Residual Value claims and any Excluded Portion;

"**Receivable Due Date**" shall, with respect to any Receivable, mean the date on which any Lease Instalment of such Receivable is due and payable;

"**Receivables Purchase Agreement**" shall mean a receivables purchase agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into, *inter alios,* between the Issuer and the Seller;

"**Records**" shall mean with respect to any Relevant Receivable, Related Collateral and the related Lessee all contracts (including, for the avoidance of doubt, Lease Agreement pursuant to which such Relevant Receivable arises and contracts underlying the Related Collateral), correspondence, files, notes of dealings, insurance certificates (*Versicherungsscheine*) and other documents, books, books of accounts, registers, records and other information regardless of how stored (or recreated in the event of destruction of the originals thereof);

"**Related Collateral**" shall mean with respect to any Receivable:

(a) security title to the related Lease Object (*Sicherungseigentum*);

(b) any present and future claims and rights (to the extent they are not already Relevant Receivables), under a Lease Agreement or in respect of the related Lease Object, including, without limitation, (i) rights to affect the Lease Agreement by unilateral decision (*Gestaltungsrechte*), including, *inter alia*, the right to terminate the Lease Agreement and to assign duties of the Lessor which originated such Receivable, in particular maintenance services, to a third party provided that such assignment is permitted pursuant to the Lease Agreement, (ii) claims against credit or property insurance policies, (iii) damage compensation claims based on contracts or torts against the respective Lessee or against third parties due to damage to, or loss of, the related Lease Object, (iv) restitution claims (*Bereicherungsansprüche*) against the relevant Lessee or a third party in the event the underlying Lease Agreement is void and (v) claims against suppliers of the related Lease Object (in particular without limitation, those arising from any default (*Leistungsstörungen*), guarantee (*Garantien*) or warranty (*Gewährleistungen*) or against third parties in connection with their repurchase obligations and claims arising as a consequence of such repurchases (in particular claims for payment);

(c) any security interest in favour of the Lessor which originated such Receivable and which has been assigned to the Seller, such security interest securing the payment of such Relevant Receivable or any Related Collateral;

(d) any sureties (*Bürgschaften*), guarantees, insurance (in particular those relating to damage or loss of the related Lease Object as in case of theft or embezzlement) as well as other contracts and agreements securing or intended to secure such payment of the Relevant Receivable;

(e) any Records relating to such Relevant Receivable or any Related Collateral, including, without limitation, car certificates (*Fahrzeugbriefe*), registration certificates part II (*Zulassungsbescheinigungen Teil II*) or equivalent documents with respect thereto; and

(f) any proceeds arising from the sale and recovery of any Related Collateral (less any costs of realisation incurred and less any amounts which are due to the relevant Lessee in accordance with the relevant Lease Agreement), excluding, for the avoidance of doubt, any proceeds received or recovered in respect of the open or contracted Residual Value (*offener und geschlossener Restwert*) (other than proceeds in the form of Compensation Payments) of the related Lease Object by the Seller which purchased such Receivable from the Lessor which had originated such Receivable after such Lease Object has been transferred to the Seller (which transfer shall occur upon the payment of all Lease Instalments and other amounts due with regard to the underlying Relevant Receivable);

"**Relevant Receivable**" shall mean any Receivable (including, for the avoidance of doubt, any Additional Receivable) which is sold and assigned or purported to be assigned by the Seller which purchased such Receivable from the Lessor which originated such Receivable to the Issuer in accordance with the Receivable Purchase Agreement;

"**Replenishment Available Amount**" shall mean, as of any Purchase Date after the Note Issuance Date, the amount by which an amount equal to the aggregate Note Principal Amounts exceeds the Aggregate Outstanding Nominal Amount less the aggregate Outstanding Nominal Amounts of all Defaulted Receivables (excluding, however, any

Collections in the form of recoveries received in respect of such Defaulted Receivables) as of the Cut-Off Date immediately preceding such Purchase Date;

"**Replenishment Period**" shall mean the period commencing on (but excluding) the Note Issuance Date and ending on the earlier of (i) the Payment Date (inclusive) falling in October 2022 or (ii) the date on which an Early Amortisation Event occurs (exclusive);

"**Reporting Date**" shall mean the third (3rd) Business Day immediately preceding any Payment Date, and the first Reporting Date shall be 17 November 2020;

"**Reporting Period**" shall mean, in relation to any Cut-Off Date (other than the Cut-Off Date with respect to the Note Issuance Date), the period commencing on (but excluding) the last calendar day of the calendar month ending on the Cut-Off Date immediately preceding such Cut-Off Date and ending on (and including) the last calendar day of the calendar month ending on such Cut-Off Date, and with respect to the first Reporting Period, the Reporting Period commences on 30 September 2020 (excluding such date) and ends on 31 October 2020 (including such date);

"**Required Liquidity Reserve Amount**" shall mean, as of the Note Issuance Date and on any Cut-Off Date during the Replenishment Period, an amount equal to EUR 1,500,000 and after the expiration of the Replenishment Period, on each Cut-Off Date preceding the next Payment Date, an amount in EUR equal to the higher of (i) EUR 750,000 and (ii) 0.324 % of the Aggregate Note Principal Amount as of such Cut-Off Date and provided further that, (i) as of the Cut-Off Date immediately preceding the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the Required Liquidity Reserve Amount shall equal to zero and (ii) upon the full redemption of the Notes, the Required Liquidity Reserve Amount shall equal zero;

"**Residual Value**" shall, with respect to any Lease Object, mean the remaining value of such Lease Object as calculated in accordance with the accounting terms employed by the Lessor which is party to the Lease Agreement of which such Lease Object is the subject of after such Lease Agreement has terminated in accordance with its terms as initially envisaged thereunder;

"**S&P**" means Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc. or its successor;

"**Securitisation Law**" shall mean the Luxembourg law dated 22 March 2004 on securitisation, as amended;

"**Securitisation Position**" shall have the meaning ascribed to such term in Article 2(19) of the Securitisation Regulation;

"**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 framework for simple, transparent and standardised securitisation (and amending Directives 2009/65 EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No. 648/2012) and any implementing regulation in any Member State of the European Union;

"**Self-Payment Lessee**" shall mean either (i) a Lessee of a Relevant Receivable (other than a Defaulted Receivable) which has either not granted, revoked (*widerrufen*) or rescinded its respective consent to direct debiting (*Lastschrifteinzug*) in relation to such Relevant Receivable or (ii) a Lessee which pays the related Lease Instalments in respect of a Relevant Receivable (other than a Defaulted Receivable) to a collection account (other than a Lessor Collection Account) of the Lessor which originated such Relevant Receivable after having been informed by such Lessor that such Lessor has ceased to undertake any direct debiting in respect of such Relevant Receivable (*Eigenzahler*);

"**Self-Payment Lessee Deemed Collection Event**" shall occur on any Cut-Off Date, as determined by the Master Servicer prior to the immediately following Reporting Date, on which the percentage of the aggregate Outstanding Nominal Amounts of the Relevant Receivables owed by Self-Payment Lessees over the Aggregate Outstanding Nominal Amount exceeds 3.5 % of the Aggregate Outstanding Nominal Amount as of the Note Issuance Date;

"**Self-Payment Collection Account**" shall mean any of certain accounts set out in a schedule to the Servicing Agreement which is utilised for the time being by any Lessor in its capacity as Sub-Servicer for the collection of

Relevant Receivables originated by such Lessor in respect of which the Lessees have not authorised such Lessor to debit their respective accounts (*Eigenzahler*) or such other accounts as may for the time being be opened in addition thereto or substituted therefor as well as a current account (*Kontokorrent*) of the Seller which is utilised for the time being by the Seller in its capacity as Master Servicer for forwarding any Collections received from such Lessor in respect of such Lessees to the Transaction Account;

"**Seller**" shall mean abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, or any successors or transferees thereof;

"**Servicing Agreement**" shall mean a servicing agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between, *inter alios,* the Issuer, the Seller, the Master Servicer and the Security Trustee or any substitute servicing agreement;

"**Sole Lessee Limit**" shall mean at any time, with respect to any Receivable and in respect of any Lessee and any Affiliate of such Lessee, 1 % of the Aggregate Outstanding Nominal Amount at such time;

"**STS Criteria**" shall mean the requirements relating to simplicity, standardisation and transparency ("**STS**") as set out in Articles 20 to 22 of the Securitisation Regulation respectively;

"**Sub-Servicer**" shall mean any of the Lessors or any other agent appointed by the Master Servicer in accordance with the Servicing Agreement;

"**Subordinated Loan**" shall mean any of the Liquidity Reserve Fund Subordinated Loan and the Commingling Reserve Fund Subordinated Loan (if any) made pursuant to the Subordinated Loan Facility granted under the Subordinated Loan Agreement and an additional subordinated loan used to partially fund the purchase of the Receivables and the Related Collateral made pursuant to the Subordinated Loan Facility granted under the Subordinated Loan Agreement. It is not expected that a Commingling Reserve Fund Subordinated Loan will be made pursuant to the Subordinated Loan Facility granted under the Subordinated Loan Agreement during the life of the Notes;

"**Subordinated Loan Agreement**" shall mean a subordinated loan agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between, *inter alios,* the Issuer as borrower and the Subordinated Loan Provider as lender;

"**Subordinated Loan Facility**" shall mean the facility made available by the Subordinated Loan Provider to the Issuer under the Subordinated Loan Agreement;

"**Subordinated Loan Provider**" shall mean abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, Germany, and any successors or transferees thereof;

"**Subscription Agreement**" shall mean a subscription agreement dated as of 14 October 2020, as amended or amended and restated from time to time and entered into between, *inter alios,* the Issuer, the Seller and the Lead Manager;

"**Top 10 Lessees**" shall mean at any time the ten (10) Lessees each of which, measured by the aggregate Outstanding Nominal Amounts of all Relevant Receivables owed by each of such ten Lessees at such time, owe one of the ten greatest aggregate Outstanding Nominal Amounts owed by any Lessee under the Relevant Receivables;

"**Top 10 Lessee Limit**" shall mean at any time, with respect to any Relevant Receivable owed by any Top 10 Lessee and any Affiliate of any such Top 10 Lessee, 6 % of the Aggregate Outstanding Nominal Amount at such time;

"**Top 20 Lessees**" shall mean at any time the twenty (20) Lessees each of which, measured by the aggregate Outstanding Nominal Amounts of all Relevant Receivables owed by each of such twenty Lessees at such time, owe one of the twenty greatest aggregate Outstanding Nominal Amounts owed by any Lessee under the Relevant Receivables;

"**Top 20 Lessee Limit**" shall mean at any time, with respect to any Relevant Receivable owed by any Top 20 Lessee and any Affiliate of any such Top 20 Lessee, 8 % of the Aggregate Outstanding Nominal Amount at such time;

"**Top 1000 Lessees**" shall mean at any time thousand (1000) Lessees each of which, measured by the aggregate Outstanding Nominal Amounts of all Relevant Receivables owed by each of such one thousand Lessees at such time, owe one of the thousand greatest aggregate Outstanding Nominal Amounts owed by any Lessee under the Relevant Receivables;

"**Top 1000 Lessee Limit**" shall mean at any time, with respect to any Relevant Receivable owed by any Top 1000 Lessee and any Affiliate of any such Top 1000 Lessee, 51 % of the Aggregate Outstanding Nominal Amount at such time;

"**Transaction**" shall mean the securitisation transaction envisaged by the Transaction Documents, together with the performance of all obligations under such Transaction Documents and all other acts, undertakings and activities connected therewith;

"**Transaction Account**" shall mean the bank account with IBAN: DE23 5033 0300 1997 9697 10, SWIFT: IRVTDEFXXXX held in the name of abc SME Lease Germany SA with account title abc SME Lease Germany SA ICE / acting in respect of its Compartment 7 at the Account Bank, together with any sub-account or ledger relating to such bank account and all renewals or redesignations of such bank account as well as any other bank accounts specified as such by or on behalf of the Issuer or the Security Trustee in the future in addition to or as substitute for such Transaction Account in accordance with the Accounts Agreement and the Trust Agreement;

"**Transaction Documents**" shall mean the Receivable Purchase Agreement, the Servicing Agreement, the Back-Up Servicing Agreement, any substitute servicing agreement, the Transaction Security Documents, the Subordinated Loan Agreement, the Cash Administration Agreement, the Accounts Agreement, the Data Trust Agreement, Corporate Administration Agreement, the Subscription Agreement, the Agency Agreement, the Notes and any amendment agreement, replacement agreement or termination agreement relating to those agreements;

"**Transaction Security Documents**" shall mean the Trust Agreement and any other agreement or document entered into from time to time by the Security Trustee with the Issuer for the benefit of the Noteholders and the other Beneficiaries for the purpose, *inter alia*, of securing all or any of the obligations of the Issuer under the Transaction Documents;

"**Weighted Average Leasing Interest Rate**" shall mean in respect of any Purchase Day the annual interest rate of an annuity with monthly or quarterly payments which has a present value equal to the aggregate Outstanding Nominal Amounts of all Relevant Receivables (taking into account the Receivables to be purchased and assigned on such Purchase Day) and a forward value which is equal to zero on the date of the last scheduled Lease Instalment of all such Receivables; and

"**Written-Off Receivable**" shall mean any Defaulted Receivable which has been fully written-off and finally settled by the Lessor which originated such Receivable and has been an Outstanding Nominal Amount of EUR 0.

SUMMARY OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS

Pursuant to the Terms and Conditions of the Notes, the Noteholders of any Class may agree to amendments or decide on other matters relating to the Notes of such 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, the passing and publication of resolutions as well as their implementation and challenge before German courts are set out below under "PROVISIONS REGARDING RESOLUTIONS OF NOTEHOLDERS" and in Schedule 9 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 as well as their implementation and challenge before German courts.

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

The notice for the solicitation of votes shall specify the period within which votes may be cast. Such period shall not be less than 72 hours. During such period, the Noteholders 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.

The Chairperson shall determine each Noteholder's entitlement to vote on the basis of evidence presented and shall prepare a roster of the Noteholders entitled to vote. If a quorum is not reached, the Chairperson may convene a Noteholders' meeting. Each Noteholder 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 who has taken part in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the Chairperson. If the Chairperson remedies the objection, the Chairperson shall promptly publish the result. If the Chairperson does not remedy the objection, the Chairperson shall promptly inform the objecting Noteholder 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 without a meeting. The following summarises some of such rules.

Meetings of noteholders may be convened by the issuer and the noteholders' representative if such a representative has been appointed. Meetings of noteholders must be convened if one or more noteholders holding 5 per cent. or more of the outstanding notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days before the date of the meeting. Attendance and voting at the meeting may be made subject to prior registration of noteholders. 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 the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

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 may be represented by proxy. A quorum exists if noteholders representing by value not less than 50 per cent. of the outstanding notes are present or represented at the meeting. If the quorum is not reached, a second meeting may be called at which no 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 per cent. of the principal amount of outstanding notes.

All resolutions adopted must be properly published. Resolutions which amend or supplement the terms and conditions of notes 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, if appointed, is obliged and exclusively entitled to assert the noteholders' rights under the notes. Any resolutions passed by the noteholders are subject to the provisions of the German Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the terms and conditions of the notes, noteholders 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.

PROVISIONS REGARDING RESOLUTIONS OF NOTEHOLDERS

The following sets out the provisions regarding resolutions of Noteholders which constitute Appendix E to the Terms and Conditions and form an integral part of the Terms and Conditions ("**Appendix E**").

PART A
SPECIFIC PROVISIONS APPLICABLE TO RESOLUTIONS TO BE PASSED BY VOTES OF NOTEHOLDERS OF A CLASS WITHOUT MEETINGS

(1) The voting shall be conducted by the person presiding over the taking of votes (the "**Chairperson**") who shall be (i) a notary appointed by the Issuer, (ii) the Noteholders' representative if such a representative has been appointed and has solicitated the voting, or (iii) a person appointed by the competent court. § 1(2) sentence 2 of Part B shall apply *mutatis mutandis*.

(2) The notice for solicitation of votes shall specify the period within which votes may be cast. Such period shall not be less than 72 hours. During such period, the Noteholders of the relevant Class may cast their votes in text form (*Textform*) to the Chairperson. The solicitation notice may provide for other forms of casting votes. The notice for solicitation of votes shall give details as to the prerequisites which must be met for votes to qualify for being counted.

(3) 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. If a quorum is not reached, the Chairperson may convene a meeting of the Noteholders of the relevant Class. Such meeting shall be deemed to be a second meeting within the meaning of § 7(3) sentence 3 of Part B. Minutes shall be taken of each resolution passed. § 8(3) sentences 2 and 3 of Part B shall apply *mutatis mutandis*. 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 of the vote and any annexes thereto.

(4) 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 weeks following the publication of the resolutions passed. The objection shall be decided upon by the Chairperson. If the Chairperson remedies the objection, the Chairperson shall promptly publish the result. § 9 of Part B shall apply *mutatis mutandis*. If the Chairperson does not remedy the objection, the Chairperson shall promptly inform the objecting Noteholder in writing.

(5) The Issuer shall bear the costs of a vote taken without meeting and, if the court has granted leave to an application pursuant to § 1(2) of Part B, also the costs of such proceedings.

(6) §§ 1 to 12 of Part B shall apply *mutatis mutandis* to the taking of votes without a meeting, unless otherwise provided in paragraphs (1) through (5) above.

Part B
PROVISIONS APPLICABLE TO RESOLUTIONS TO BE PASSED AT MEETINGS OF NOTEHOLDERS OF A CLASS

§ 1
Convening the Meeting of Noteholders of a Class

(1) Meetings of Noteholders of any Class (the "**Noteholders' Meeting**") shall be convened by the Issuer or by the representative of the Noteholders of such Class if such a representative has been appointed with respect to such Class (the "**Noteholders' Representative**"). A Noteholders' Meeting must be convened if one or more Noteholders of such Class holding together not less than 5 per cent of the outstanding Notes of such Class so require in writing, stating that they wish to appoint or remove a Noteholders' Representative of such Class, or that they have another special interest in having a Noteholders' Meeting convened.

(2) Noteholders of any Class whose legitimate request is not complied with may apply to the competent court to authorise them to convene a Noteholders' Meeting with respect to such Class. The court may also determine the chairperson of the meeting. Any such authorisation must be disclosed in the publication of the convening notice.

(3) The competent court shall be the court at place of the registered office of the Issuer, or if the Issuer has no registered office in Germany, the local court (*Amtsgericht*) in Frankfurt am Main. The decision of the court may be appealed.

(4) The Issuer shall bear the costs of the Noteholders' Meeting and, if the court has granted leave to the application pursuant to subsection (2) above, also the costs of such proceedings.

§ 2
Notice Period, Registration, Proof

(1) A Noteholders' Meeting shall be convened not less than 14 days before the date of the meeting.

(2) If the Convening Notice provide(s) that attendance at a Noteholders' Meeting or the exercise of the voting rights shall be dependent upon a registration of the Noteholders of the relevant Class before the meeting, then for purposes of calculating the period pursuant to subsection (1) the date of the meeting shall be replaced by the date by which the Noteholders of the relevant Class are required to register. The registration notice must be received at the address set forth in the Convening Notice no later than on the third day before the Noteholders' Meeting.

(3) The Convening Notice shall provide what proof is required to be entitled to take part in the Noteholders' Meeting. Unless otherwise provided in the Convening Notice, for Notes represented by a Global Note a voting certificate obtained from the Principal Paying Agent shall entitle its bearer to attend and vote at the Noteholders' Meeting. A voting certificate may be obtained by a Noteholder of the relevant Class if at least 48 hours before the time fixed for the Noteholders' Meeting, such Noteholder (a) deposits its Notes for such purpose with a Principal Paying Agent or to the order of a Paying Agent with a bank or other depositary nominated by the Principal Paying Agent for such purpose or (b) blocks its Notes in an account with the Clearing System in accordance with the procedures of the Clearing System. The voting certificate shall be dated and shall specify the Noteholders' Meeting concerned and the total number, the outstanding amount and the serial numbers (if any) of the Notes of the relevant Class deposited or blocked in an account with the Clearing System. Once the Principal Paying Agent has issued a voting certificate for a Noteholders' Meeting in respect of a Note of such Class, it shall not release or permit the transfer of the Note until either such Noteholders' Meeting has been concluded or the voting certificate has been surrendered to it.

§ 3
Place of the Noteholders' Meeting

If the Issuer has its registered office in Germany, the Noteholders' Meeting shall be held at the place of such registered office. If the Notes of the relevant Class are admitted for trading on a stock exchange within the meaning of Section 1(3e) of the German Banking Act (*Gesetz über das Kreditwesen*) which is located in a member state of the European Union or a state which is a signatory of the agreement on the European Economic Area, the

Noteholders' Meeting may also be held at the place of the relevant stock exchange. Section 30a(2) of the German Securities Trading Act (*Wertpapierhandelsgesetz*) shall remain unprejudiced.

§ 4
Contents of the Convening Notice, Publication

(1) The convening notice (the "**Convening Notice**") shall state the name, the place of the registered office of the Issuer, the time and venue of the Noteholders' Meeting, and the conditions on which attendance in the Noteholders' Meeting and the exercise of voting rights is made dependent, including the matters referred to in § 2(2) and (3).

(2) The Convening Notice shall be published promptly in the electronic German Federal Gazette (*elektronischer Bundesanzeiger*) and additionally in accordance with the provisions of Condition 13 (*Form of Notices*) of the Terms and Conditions. The costs of publication shall be borne by the Issuer.

(3) From the date on which the Convening Notice is published in accordance with § 4(2) until the date of the Noteholders' Meeting, the Issuer shall make available to the Noteholders of the relevant Class, on the Issuer’s website or, if no such website exists, on the website specified for the purpose of publications under these provisions, the Convening Notice and the precise conditions on which the attendance of the Noteholders' Meeting and the exercise of voting rights shall be dependent.

§ 5
Agenda

(1) The person convening the Noteholders' Meeting shall make a proposal for resolution in respect of each item on the agenda to be passed upon by the Noteholders of the relevant Class.

(2) The agenda of the Noteholders' Meeting shall be published together with the Convening Notice. § 4(2) and (3) shall apply *mutatis mutandis*. No resolution may be passed on any item of the agenda which has not been published in the prescribed manner.

(3) One or more Noteholders of the relevant Class together hold not less than 5 per cent of the outstanding Notes of such Class may require that new items are published for resolution. § 1(2) to (4) shall apply *mutatis mutandis*. Such new items shall be published no later than the third day preceding the Noteholders' Meeting.

(4) Any counter motion announced by a Noteholder of the relevant Class the Noteholders' Meeting shall promptly be made available by the Issuer to all Noteholders up to the day of the Noteholders' Meeting on the Issuer's website or, if no such website exists, on the website specified for the purpose of publications under these provisions.

§ 6
Proxy

(1) Each Noteholder of the relevant Class may be represented at the Noteholders' Meeting by proxy. Such right shall be set out in the Convening Notice regarding the Noteholders' Meeting. The Convening Notice shall further specify the prerequisites for valid representation by proxy.

(2) The power of attorney and the instructions given by the principal to the proxy Noteholder shall be made in text form (*Textform*). If a person nominated by the Issuer is appointed as proxy, the relevant power of attorney shall be kept by the Issuer in a verifiable form for a period of three years.

§ 7
Chairperson, Quorum

(1) The person convening the Noteholders' Meeting shall chair the meeting unless another chairperson has been determined by the court.

(2) In the Noteholders' Meeting the chairperson shall prepare a roster of Noteholders of the relevant Class present or represented by proxy. Such roster shall state the Noteholders' names, their registered office or place of residence as well as the number of voting rights represented by each Noteholder of the relevant Class. Such roster shall be signed by the chairperson of the meeting and shall promptly be made available to all Noteholders.

(3) A quorum shall be constituted for the Noteholders' Meeting if the persons present represent by value not less than 50 per cent of the outstanding Notes of the relevant Class. If it is determined at the meeting that no quorum exists, the chairperson may convene a second meeting for the purpose of passing a new resolution. Such second meeting shall require no quorum. For those resolutions the valid adoption of which requires a qualified majority, the persons present at the meeting must represent not less than 25 per cent of the outstanding Notes of such Class. Notes for which voting rights are suspended shall not be included in the outstanding Notes of such Class.

§ 8
Information Duties, Voting, Minutes

(1) The Issuer shall be obliged to give information at the Noteholders' Meeting to each Noteholder upon request in so far as such information is required for an informed judgment regarding an item on the agenda or a proposed resolution.

(2) The provisions of the German Stock Corporation Act (*Aktiengesetz*) regarding the voting of share Noteholders at general meetings shall apply *mutatis mutandis* to the casting and counting of votes, unless otherwise provided for in the Convening Notice.

(3) In order to be valid each resolution passed at the Noteholders' Meeting shall be recorded in minutes of the meeting. If the Noteholders' Meeting is held in Germany, the minutes shall be recorded by a notary. If a Noteholders' Meeting is held abroad, it must be ensured that the minutes are taken in form and manner equivalent to minutes taken by a notary. Section 130(2) to (4) of the German Stock Corporation Act (*Aktiengesetz*) shall apply *mutatis mutandis*. Each Noteholder present or represented by proxy at the Noteholders' Meeting may request from the Issuer, for up to one year after the date of the meeting, a copy of the minutes and any annexes.

§ 9
Publication of Resolutions

(1) The Issuer shall at its expense cause publication of the resolutions passed in appropriate form. If the registered office of the Issuer is located in Germany, the resolutions shall promptly be published in the electronic Federal Gazette (*elektronischer Bundesanzeiger*) and additionally in accordance with the provisions of Condition 13 (*Form of Notices*) of the Terms and Conditions. The publication prescribed in Section 30e (1) of the German Securities Trading Act (*Wertpapierhandelsgesetz*) shall be sufficient.

(2) In addition, the Issuer shall make available to the public the resolutions passed and, if the resolutions amend the Terms and Conditions, the wording of the original Terms and Conditions, for a period of not less than one month commencing on the day following the date of the Noteholders' Meeting. Such publication shall be made on the Issuers' website or, if no such website exists, on the website specified for the purpose of publications under these provisions.

§ 10
Insolvency Proceedings in Germany

(1) If insolvency proceedings have been instituted over the assets of the Issuer in Germany, then any resolutions of Noteholders of the relevant Class shall be subject to the provisions of the German Insolvency Code (*Insolvenzordnung*), unless otherwise provided for in the provisions set out below. Section 340 of the German Insolvency Code (*Insolvenzordnung*) shall remain unaffected.

(2) The Noteholders of the relevant Class may by majority resolution appoint a Noteholders' Representative to exercise their rights jointly in the insolvency proceedings. If no Noteholders' Representative has been

appointed, the insolvency court shall convene a Noteholders' Meeting for this purpose in accordance with the provisions of the German Act on Debt Securities (*Schuldverschreibungsgesetz*).

(3) The Noteholders' Representative shall be obliged and exclusively entitled to assert the rights of the Noteholders of the relevant Class in the insolvency proceedings. The Noteholders' Representative need not present the debt instrument.

(4) In any insolvency plan, the Noteholders of the relevant Class shall be offered equal rights.

(5) The insolvency court shall cause that any publications pursuant to the provisions of the German Act on Debt Securities (*Schuldverschreibungsgesetz*) are published additionally in the internet on the website prescribed in Section 9 of the German Insolvency Code (*Insolvenzordnung*).

§ 11
Action to set aside Resolutions

(1) An action to set aside a resolution of Noteholders of any Class may be filed on grounds of a breach of statute or of the Terms and Conditions. A resolution of Noteholders of any Class may be subject to an action to set aside by a Noteholder of such Class on grounds of inaccurate, incomplete or denied information only if the furnishing of such information was considered to be essential in the objective judgement of such Noteholder (*objektiv urteilender Gläubiger*) for its voting decision. An action to set aside may not be based upon an infringement of rights which are exercised by electronic means in connection with votes without a meeting if the infringement is caused by technical malfunction, except in the case of gross negligence or wilful misconduct on the part of the Issuer.

(2) An action to set aside a resolution may be brought by:

(a) any Noteholder of such Class who has taken part in the vote and has raised an objection against the resolution in the time required, provided that such Noteholder has acquired the Note before the publication of the Convening Notice for the Noteholders' Meeting or before the call to vote in a voting without a meeting;

(b) any Noteholder of such Class who did not take part in the vote, provided that his exclusion from voting was unlawful, the meeting had not been duly convened, the voting had not been duly called for, or if the subject matter of a resolution had not been properly notified.

(3) The action to set aside a resolution passed by the Noteholders of such Class is to be filed within one month following the publication of such resolution. The action shall be directed against the Issuer. The court of exclusive jurisdiction in the case of an Issuer having its registered office in Germany shall be the District Court (*Landgericht*) at the place of such registered office or, in case of an Issuer having its registered office abroad, the District Court (*Landgericht*) in Frankfurt am Main. Section 246(3) sentences 2 to 6 of the German Stock Corporation Act (*Aktiengesetz*) shall apply *mutatis mutandis*. A resolution which is subject to court action may not be implemented until the decision of the court has become *res judicata*, unless a senate of the Higher Regional Court which is superior to the court competent pursuant to sentence 3 above as the relevant instance rules, pursuant to Section 246a of the German Stock Corporation Act (*Aktiengesetz*), upon application of the Issuer that the filing of such action to be set aside does not impede the implementation of such resolution. Section 246a(1) sentences 1 and 2, (2) and (3) sentences 2, 3 and 6 and (4) of the German Stock Corporation Act (*Aktiengesetz*) shall apply *mutatis mutandis*.

§ 12
Implementation of Resolutions

(1) Resolutions passed by the Noteholders' Meeting which amend or supplement the contents of the Terms and Conditions shall be implemented by supplementing or amending the relevant Global Note. If the Global Note is held with a securities depositary, the chairperson of the meeting shall to this end transmit the resolution passed and recorded in the minutes to the securities depositary requesting it to attach the documents submitted to the existing documents in an appropriate manner. The chairperson shall confirm to the securities depositary that the resolution may be implemented.

(2) The Noteholders' Representative may not exercise any powers or authorisations granted to it by resolution for as long as the underlying resolution may not be implemented.

The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 concerning commercial companies, as amended shall not apply.

THE MAIN PROVISIONS OF THE TRUST AGREEMENT

The following sets out the main provisions of the Trust Agreement which constitute Appendix B to the Terms and Conditions and form an integral part of the Terms and Conditions. The text of the recitals, Clauses 1.2 to 1.7 (inclusive) (*Definitions and Interpretation*) and Clause 38.2 (*Notices*) of the Trust Agreement as well as any schedule to the Trust Agreement have been omitted from the following.

1. Definitions and Interpretation

1.1 In this Trust Agreement the following term shall have the following meanings unless the context requires otherwise:

"**Assigned Security**" shall have the meaning assigned to such term in Clause 5.1 hereof;

"**Credit**" shall have the meaning assigned to such term in Clause 23.1 hereof;

"**Note Collateral**" shall have the meaning given to such term in Clause 7 hereof;

"**Post-Enforcement Order of Priority**" shall have the meaning assigned to such term in Clause 23.1 hereof;

"**Security Trustee Claim**" shall have the meaning given to such term in Clause 4.2 hereof;

"**Security Trustee Fee Letter**" shall have the meaning given to such term in Clause 26 hereof;

"**Terms and Conditions**" shall mean the terms and conditions as set out in Schedule 1 to the Agency Agreement and attached to the Notes; and

"**Transaction Secured Obligation**" shall have the meaning given to such term in Clause 7.

2. Duties of the Security Trustee

This Trust Agreement sets out the general rights and obligations of the Security Trustee which govern the performance of its functions under this Trust Agreement. The Security Trustee shall only be obliged to perform the obligations, activities and services explicitly set out in this Trust Agreement or explicitly contemplated to be performed by the Security Trustee pursuant to the terms of any other Transaction Document to which the Security Trustee is a party. Unless explicitly otherwise stated herein or in the other Transaction Documents to which the Security Trustee is a party, the Security Trustee is not obliged to supervise the discharge by the Issuer 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.

3. Position of Security Trustee in Relation to the Beneficiaries

3.1 The Security Trustee shall acquire and hold the security granted to it under this Trust Agreement and exercise its rights (other than its rights and obligations under Clause 23.2 and Clauses 26 to 29 of this Trust Agreement) and discharge its duties under the Transaction Documents as a trustee (*Treuhänder*) for the benefit of the Beneficiaries. For the avoidance of doubt, the Security Trustee shall not constitute a common representative (*gemeinsamer Vertreter*) within the meaning of the German Act on Debt Securities (*Schuldverschreibungsgesetz*). Without prejudice to the Post-Enforcement Order of Priority pursuant to Clause 23.1 (*Post-Enforcement Order of Priority*), the Security Trustee shall exercise its duties under this Trust Agreement with regard (i) as long as any of the Class A Notes are outstanding, only to the interests of the Class A Noteholders, (ii) if no Class A Notes remain outstanding, only to the interests of the Class B Noteholders, (iii) if no Class A Notes and no Class B Notes remain outstanding, only to the interests of the Class C Noteholders and (iv) if no Notes remain outstanding, only to the interests of the Beneficiary ranking highest in the Post-Enforcement Order of Priority to whom any amounts are owed.

3.2 This Trust Agreement constitutes a genuine contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*) pursuant to § 328(1) of the German Civil Code in respect of the obligations of the Security Trustee contained herein to act as trustee (*Treuhänder*) for the benefit of present and future Beneficiaries. The rights of the Issuer pursuant to Clause 4.2 (*Security Trustee Claim*) in the event of an enforcement of the Security Trustee Claim shall remain unaffected.

4. Position of Security Trustee in Relation to the Issuer

4.1 *Security Trustee as Beneficiary/Insolvency of Security Trustee*

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

To the extent that the Assigned Security (as defined in Clause 5.1 (*Assignment and Transfer*) below) will be transferred to the 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 Security Trustee, any Note Collateral held by the Security Trustee shall be transferred by the Security Trustee to the relevant new Security Trustee appointed in accordance with this Trust Agreement.

The Issuer hereby undertakes to assign any claim for segregation (*Aussonderung*) it may have in an insolvency of the Security Trustee with respect to this Trust Agreement and the Note Collateral to the relevant new Security Trustee appointed in accordance with this Trust Agreement for the purposes set out herein.

4.2 *Security Trustee Claim*

(a) Subject to the provisions of Clause 41 (*No Liability, No Right to Petition and Limitation on Payments*), the Issuer hereby grants the Security Trustee a separate claim (the "**Security Trustee Claim**"), entitling the Security Trustee to demand from the Issuer:

(i) that any present or future, actual or contingent obligation of the Issuer to any Noteholder under any Note be fulfilled; and

(ii) that any present or future, actual or contingent obligation of the Issuer to any Beneficiary under any other Transaction Document to which the Issuer is a party be fulfilled.

(b) The obligation of the Issuer to make payments to the relevant Beneficiary shall remain unaffected by the provisions of paragraph (a) above. The Security Trustee Claim may be enforced separately from the Beneficiary's claim in respect of the same payment obligation of the Issuer. The Security Trustee agrees with the Issuer to pay any sums received from the Issuer pursuant to this Clause 4.2 to the relevant Beneficiaries in accordance with the Post-Enforcement Order of Priority (as such term is defined in Clause 23.1 (*Post-Enforcement Order of Priority*)) upon the occurrence of an Issuer Event of Default; the relevant Transaction Secured Obligation shall only be fulfilled when the payment due has been made by the Security Trustee to the relevant Beneficiary upon receipt of the respective amounts from the Issuer.

5. Transfer for Security Purposes of the Assigned Security

5.1 *Assignment and Transfer*

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

(i) all Relevant Receivables together with any Related Collateral and all rights, claims and interests relating thereto;

(ii) 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 Seller or the Master Servicer and/or any other party (other than the Security Trustee) pursuant to or in respect of the Receivables Purchase Agreement or the Servicing Agreement, including all rights of the Issuer relating to any additional security;

(iii) 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 Back-Up Servicer and/or any other party (other than the Security Trustee) pursuant to or in respect of the Back-Up Servicing Agreement;

(iv) 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 Subordinated Loan Provider and/or any other party pursuant to or in respect of the Subordinated Loan Agreement;

(v) 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 Cash Administrator and/or any other party (other than the Security Trustee) pursuant to or in respect of the Cash Administration Agreement;

(vi) 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, the Cash Administrator and/or any other party (other than the Security Trustee) pursuant to or in respect of the Accounts Agreement;

(vii) 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 (other than the Security Trustee) pursuant to or in respect of the Data Trust Agreement;

(viii) 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 Lead Manager and/or any other party pursuant to or in respect of the Subscription Agreement;

(ix) 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 any other party (other than the Security Trustee) pursuant to or in respect of the Agency Agreement;

(x) all present and future rights, claims and interests in or in relation to any amounts standing to the credit of the Transaction Account and the Back-Up Servicing Collection Account, respectively (including, for the avoidance of doubt, each ledger to the Transaction Account, the Back-Up Servicing Collection Account, and each sub-account of the Transaction Account, the Back-Up Servicing Collection Account and any other Account governed by German law; and

(xi) all present and future rights, claims and interests which the Issuer is now or may hereafter become entitled to from or in relation to any substitute servicer;

in each case (i) to (xi) above including any and all related non-ancillary (*selbstständige*) and ancillary (*unselbstständige*) rights to determine unilaterally legal relationships (*Gestaltungsrechte*), including any termination rights (*Kündigungsrechte*).

The Issuer hereby covenants in favour of the Security Trustee that it 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, as well as in connection with any new accounts opened by the Issuer, to the Security Trustee. The Issuer will perform such covenant in accordance with the provisions of this Trust Agreement.

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

5.3 The existing Assigned Security shall pass over to the Security Trustee on the date on which this Trust Agreement becomes effective, and any future Assigned Security shall directly pass over to the 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 transfer to the Security Trustee, on the terms and conditions and for the purposes set out herein, any rights and claims under any future Transaction Documents or further agreements relating to the Transaction Documents upon execution of such documents.

5.4 To the extent that title to the Assigned Security cannot be transferred by mere agreement between the Issuer and the Security Trustee as effected in the foregoing Clauses 5.1 to 5.3, the Issuer and the Security Trustee agree and hereby effect that:

(i) the delivery (*Übergabe*) necessary to effect the transfer of title for security purposes with regard to the Lease Objects (and with respect to Lease Objects which are in the form of vehicles, any car certificates (*Fahrzeugbriefe*), registration certificates part II (*Zulassungsbescheinigungen Teil II*) or equivalent documents with respect thereto) and any other moveable Related Collateral 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 Security Trustee hereby agree that the Issuer hereby assigns to the Security Trustee all claims, present or future, to request transfer of possession (*Abtretung aller Herausgabeansprüche gemäß § 931 Bürgerliches Gesetzbuch*) against any third party (including any Lessees, the related Lessor, the Seller or the Master Servicer (if different)) which is in the direct possession (*unmittelbarer Besitz*) or indirect possession (*mittelbarer Besitz*) of the Lease Objects (and with respect to Lease Objects which are in the form of vehicles, any car certificates (*Fahrzeugbriefe*), registration certificates part II (*Zulassungsbescheinigungen Teil II*) or equivalent documents with respect thereto) or other moveable Related Collateral. In addition to the foregoing it is hereby agreed that the Issuer shall, in the event that (but only in the event that) the related Lease Object or other moveable Related Collateral are in the Issuer's direct possession (*unmittelbarer Besitz*), hold possession as fiduciary (*treuhänderisch*) on behalf of the Security Trustee and shall grant the Security Trustee indirect possession (*mittelbarer Besitz*) of the related Lease Object and other moveable Related Collateral by keeping it with due care free of charge (*als Verwahrer*) and separate from other assets owned by it for the Security Trustee until revoked (*Besitzkonstitut*);

(ii) 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 Security Trustee requires and the Issuer hereby agrees that if it fails to give such notice, the Security Trustee is hereby irrevocably authorised to give such notice on behalf of the Issuer;

(iii) 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 Security Trustee in favour of the Beneficiaries shall be immediately done and effected by the Issuer at its own costs; and

(iv) the Issuer shall provide any and all necessary details in order to identify Lease Objects title which have been transferred from the Issuer to the Security Trustee as contemplated herein. This shall be done by providing at the latest on the date on which this Trust Agreement becomes effective or, with respect to Lease Objects relating to any Additional Receivables, at the latest on the Purchase Date relating to such Additional Receivables, certain details (the number given to the relevant Lease Object and a description thereof) of each Lease Object title which the Issuer has acquired under or pursuant to the Receivables Purchase Agreement to the Security Trustee (either directly or by instructing the Seller to procure that such details be sent to the Security Trustee).

The Security Trustee hereby accepts the assignment.

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 Security Trustee (without prejudice to the generality of the provisions in Clause 5.1 (*Assignment and Transfer*)) 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 Security Trustee of any future current account relationship (other than the Back-Up Servicing Collection Account following the Back-Up Servicer Effective Date) it enters into in accordance with the Transaction Documents.

5.6 *Acknowledgement of Assignment*

Each party to the Transaction Documents referred to in Clause 5.1 (i) to (xi) has acknowledged in the relevant Transaction Document that the rights and claims of the Issuer which constitute the Assigned Security and which have arisen under contracts and agreements between the Issuer and such party and which are owed by such party, are assigned to the 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 Trust Agreement. For the avoidance of doubt, each party to the Transaction Documents referred to in Clause 5.1 (i) to (xi) has acknowledged in the relevant Transaction Document that, upon being notified of the occurrence of an Issuer Event of Default by the Security Trustee, the Security Trustee will be entitled to exercise the rights of the Issuer under such Transaction Document, including, without limitation, the right to give instructions to such party pursuant to such Transaction Document and each such party has agreed in such Transaction Document to be bound by such instructions of the Security Trustee given pursuant to such Transaction Document to which such party is a party.

6. Pledge

The Issuer hereby pledges (*Verpfändung*) to the Security Trustee all its present and future claims against the Security Trustee arising under this Trust Agreement, the Data Trust Agreement, the Servicing Agreement, the Back-Up Servicing Agreement, the Cash Administration Agreement, the Accounts Agreement and the Agency Agreement, respectively.

The Issuer hereby gives notice to the Security Trustee of such pledges and the Security Trustee hereby confirms receipt of such notice. The Security Trustee is under no obligation to enforce any claims of the Issuer against the Security Trustee pledged to the Security Trustee pursuant to this Clause 6 (*Pledge*).

7. Security Purpose

The transfer 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 are referred to herein as the "**Note Collateral**") serve to secure the Security Trustee Claim.

In addition, the transfer 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 (a) the Noteholders under the Notes and (b) the other Beneficiaries or any of them (including any future 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 the 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 (*ungerechtfertigte Bereicherung*).

For the avoidance of doubt, the Related Collateral is granted as security for the security purpose set forth in Clause 3.6 of the Receivables Purchase Agreement and subject to the terms set forth in the Receivables Purchase Agreement and, for the avoidance of doubt, does not serve to secure the Transaction Secured Obligations or the Security Trustee Claim.

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 transferred for security purposes under Clause 5 (*Transfer for Security Purposes of the Assigned Security*) and the rights pledged pursuant to Clause 6 (*Pledge*). The Security Trustee hereby consents to the authorisation and powers granted by the Issuer to the Back-Up-Servicer under the Back-Up Servicing Agreement.

(b) Without affecting the generality of paragraph (a), it is hereby agreed that the Security Trustee consents to the release by the Issuer (or by the Master Servicer (or the Back-Up Servicer) on behalf of the Issuer) of any Lease Objects and the other Related Collateral as contemplated in the Receivables Purchase Agreement and/or the Servicing Agreement (or the Back-Up Servicing Agreement) to the extent the Issuer is able to do so therein and to the extent such actions are permissible under applicable law, and always subject to the terms of the related Lease Agreements. The foreclosure of the Related Collateral in respect of a Relevant Receivable (subject always to the security purpose set forth in Clause 3.6 of the Receivables Purchase Agreement) shall be performed by the Security Trustee, the Master Servicer, the Back-Up Servicer or any substitute servicer replacing the Master Servicer under the terms of the Servicing Agreement.

(c) The authority and consents provided in paragraphs (a) and (b) above, are granted (i) by the Security Trustee (and for the avoidance of doubt, without any obligation of the Security Trustee to undertake its own investigations) and (ii) only to the extent that all Collections received by the Issuer pursuant to paragraph (a) above are used to meet the Issuer's obligations in accordance with the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority (as applicable) and the requirements under this Trust Agreement, the Cash Administration Agreement and the Terms and Conditions.

(d) The authority and consents contained in paragraphs (a) and (b) may be revoked by the Security Trustee if, in the Security Trustee's opinion, such revocation is necessary in order to avoid an adverse effect on the Note Collateral or its value which the Security Trustee considers material, and the Security Trustee gives notice thereof to the Issuer, and the Master Servicer. The authority and consents contained in paragraphs (a) and (b) shall automatically terminate upon the occurrence of an Issuer Event of Default, but with respect to the Master Servicer (or any substitute servicer or the Back-Up Servicer) only upon notice thereof to the Master Servicer (or any substitute servicer or the Back-Up Servicer), by the Security Trustee.

8.2 *Transfer Authorisation*

The Security Trustee shall be authorised to transfer the Assigned Security in the event that the Security Trustee is replaced and the Note Collateral is to be transferred to the New Security Trustee pursuant to Clauses 4.1 (*Security Trustee as Beneficiary / Insolvency of Security Trustee*), 30.1 (*Resignation*) and 32.1 (*Transfer of Note Collateral*).

9. Enforceability

The Note Collateral shall be enforced upon the Security Trustee obtaining actual knowledge of the occurrence of an Issuer Event of Default in accordance with Clause 19 (*Enforcement of Note Collateral*).

10. Release of Note Collateral

Conditional upon the payment of the last Lease Instalment with regard to a Relevant Receivable, the Security Trustee hereby re-assigns and re-transfers the respective Related Collateral to the Issuer. As soon as the Security Trustee is satisfied that the Issuer has fully performed all Transaction Secured Obligations and all Security Trustee Claims and to the extent the Note Collateral has not been previously released pursuant to this Trust Agreement, the Security Trustee shall promptly transfer back or release to the Issuer or to the Issuer's order the Note Collateral transferred to it under this Trust Agreement.

11. Representations of the Issuer with respect to Note Collateral, Covenants

11.1 The Issuer hereby represents, covenants and warrants with the Security Trustee in the form of an independent guarantee (*selbstständiges Garantieversprechen*) that it has (and will have, insofar as future rights and claims are concerned) full and unaffected sole title to the Note Collateral and any related security thereto which is assigned, pledged or charged 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 Trust Agreement and any other Transaction Security Documents.

11.2 The Issuer shall be liable (without prejudice to Clause 41 (*No Liability, No Right to Petition and Limitation on Payments*)) to pay damages (*Schadensersatz statt der Leistung*) in the event that any Note Collateral transferred for security purposes in accordance with this Trust Agreement proves to be invalid or if the transfer itself proves to be invalid.

11.3 The Issuer hereby covenants with the Security Trustee to notify the 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*).

12. Representations and Warranties of the Security Trustee

The Security Trustee hereby represents to the Issuer that it has the legal capacity, is in a position to perform and has obtained all authorisations, registrations (including without limitation, any registration under the German Legal Services Act (*Rechtsdienstleistungsgesetz*)) and licences required for the performance of its duties and obligations hereunder in accordance with the provisions of this Trust Agreement and any other Transaction Security Documents and that, at the time of concluding this Trust Agreement, it does not, to the best of its knowledge, see actual or foreseeable grounds for terminating this Trust Agreement pursuant to Clauses 30 (*Resignation*) or 31 (*Replacement of Security Trustee*).

It is hereby agreed (without prejudice to the other provisions of this Trust Agreement, and in particular Clauses 31 (*Replacement of Security Trustee*) and 32.1 (*Transfer of Note Collateral*) hereof) that, in the event that there is unambiguous evidence that grounds for terminating this Trust Agreement pursuant to Clause 31 (*Replacement of Security Trustee*) exist or will come into existence, or if the Security Trustee does not possess any authorisation, registration (including without limitation, any registration under the German Legal Services Act (*Rechtsdienstleistungsgesetz*)) or licence which is required for the performance of its duties and obligations hereunder, the Security Trustee shall, without undue delay remedy any such grounds if such grounds can be remedied, obtain such authorisations, registrations and licences, and any other obligations of the Security Trustee and the other provisions of this Trust Agreement shall not be affected by the Security Trustee failing to remedy such grounds or to have obtained such authorisations, registrations or licences.

13. Receipt and Custody of Documents

13.1 The 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:

(i) keep such documents for one year after the termination of this Trust Agreement; or

(ii) forward the documents to the new Security Trustee if the Security Trustee is replaced in accordance with Clauses 31 (*Replacement of Security Trustee*) and 32 (*Transfer of Note Collateral*) hereof.

13.2 In the event that the Security Trustee becomes aware of any variations in writing of the Transaction Documents, it shall immediately give notice thereof to the Rating Agencies.

14. Accounts Termination

14.1 *Accounts Termination*

Each Account has been opened by the Issuer in accordance with the Accounts Agreement with the Account Bank. The Issuer, with the prior written consent of the Security Trustee, shall terminate (and if the Issuer does not terminate, the Security Trustee may terminate on behalf of the Issuer) the account relationship with the Account Bank within sixty (60) calendar days of receiving written notice that the Account Bank is no longer a suitably rated bank in accordance with the Accounts Agreement.

14.2 *Successor Bank*

(a) Should the relevant account relationship with the Account Bank be terminated by the Account Bank or the Issuer or for any other reason or should insolvency or bankruptcy or any similar proceedings be commenced with respect to the Issuer, the Issuer shall promptly inform the Security Trustee of such termination or such proceedings. The Issuer, acting in its own name, or, in case of such proceedings, the Security Trustee (acting in its own name but for the account of and as trustee for the Beneficiaries), shall within sixty (60) calendar days of receiving notice of such termination, open an account with another bank (each, a "**Successor Bank**") on conditions as close as possible to those previously agreed in the Accounts Agreement and at the limited cost of the Account Bank if the Account Bank is no longer a suitably rated bank, as provided in the Accounts Agreement. Each Successor Bank shall be a suitably rated bank. The Issuer shall enter into a new account agreement (or agreements) with each Successor Bank as contracting parties. In case of commencement of insolvency or bankruptcy or similar proceedings with respect to the Issuer a new account agreement shall be entered into between the Security Trustee and each Successor Bank (and any and all references to "**Transaction Account**" and the "**Back-Up Servicing Collection Account**" shall then be read as references to such account replacing the Transaction Account and the Back-Up Servicing Collection Account, respectively). The new account agreement(s) shall provide for the Successor Bank to undertake to promptly notify the other contracting parties if it is no longer a suitably rated bank in accordance with the new account agreement.

(b) If an account replacing any Account has been opened with a Successor Bank and the Issuer and the Security Trustee receive a notice pursuant to Clause 14.1, second sentence, with respect to such Successor Bank, then within sixty (60) calendar days of having received such notice, the Issuer, or (as the case may be) the Security Trustee, shall open another account with another Successor Bank in accordance with the procedure set out in Clause 14.2(a) and terminate the account with the previous Successor Bank.

15. Consent of the Security Trustee

If the Issuer requests that the Security Trustee grants its consent pursuant to Clause 37 (*Actions of the Issuer or of abc SME Lease Germany SA requiring consent*) hereof, the Security Trustee may grant or withhold the requested consent in its discretion taking into account what the Security Trustee believes to be the interests of the Beneficiaries, giving due regard to the provisions of Clause 3.1 (*Position of the Transaction Security Trustee in Relation to the Beneficiaries*). In any event, the Security Trustee shall give such consent if (regardless of whether the relevant action could, in the professional judgement of the Security Trustee, be materially prejudicial (*wesentlich nachteilig*) to the Beneficiaries) (i) the 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 % of the then outstanding Class Principal Amount of the most senior outstanding Class of Notes (or, if no Notes remain outstanding, one or more Beneficiaries representing 51 % of the then outstanding aggregate amount owed to all Beneficiaries) have given their consent to such action, it being understood that the Security Trustee shall have no obligation to request such confirmation nor to make such notification.

16. Breach of Obligations by the Issuer

16.1 If the Security Trustee in the course of its activities obtains actual 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 Trust Agreement or the other Transaction Documents to which it is a party, the Security Trustee shall, at its discretion and subject to Clause 16.2 below, take or initiate all actions which in the opinion of the Security Trustee are desirable or expedient to avert such risk. To the extent that the Issuer, in the opinion of the Security Trustee, does not duly discharge its obligations pursuant to Clause 32 (*Transfer of Note Collateral*) in respect of the Note Collateral, the Security Trustee shall in particular be authorised to exercise all rights arising under the relevant Transaction Documents on behalf of the Issuer to effect the transfers envisaged in Clause 32 (*Transfer of Note Collateral*).

16.2 The Security Trustee shall only be obliged to intervene in accordance with Clause 16.1 if, and to the extent that, it is satisfied that it will be fully indemnified (either by reimbursement of costs, its ranking under the Pre-Enforcement Interest Order of Priority or the Post-Enforcement Order of Priority (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), obligations and attempts to bring any action in or outside court. Clause 33 (*Standard of Care for Liability*) shall remain unaffected.

17. Further Obligations

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

17.2 The Security Trustee shall, unless otherwise provided for under this Trust Agreement and/or any other Transaction Document, 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 Trust Agreement (in particular Clause 34 (*General*) hereof).

17.3 To the extent that the Data Trustee and the Security Trustee are the same person at any date at which Insolvency Proceedings are commenced with respect to the Issuer, the Security Trustee hereby undertakes for the benefit of the Beneficiaries to exercise its powers and discretions under the Data Trust Agreement and to make use of the data made available to it pursuant to the Data Trust Agreement or the Receivables Purchase Agreement in order to enforce the Note Collateral in accordance with this Trust Agreement.

17.4 The Security Trustee hereby covenants with the Issuer to retain all authorisations, registrations (including without limitation, any registration under the German Legal Services Act (*Rechtsdienstleistungsgesetz*)) and licences required for the performance of its duties and obligations hereunder in accordance with the provisions of this Trust Agreement and any other Transaction Security Documents for the duration of this Trust Agreement.

18. Power of Attorney

The Issuer hereby grants the 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 to which it is a party (except for the rights *vis-à-vis* the Security Trustee). Such power of attorney shall be irrevocable. It shall expire as soon as a new Security Trustee has been appointed pursuant to Clauses 30 (*Resignation*) and 31 (*Replacement of Security Trustee*) and the Issuer has issued a power of attorney to such new Security Trustee having the same contents as the power of attorney previously granted in accordance with the provisions of this Clause 18 (*Power of Attorney*). The Security Trustee shall only act under this power of attorney in relation to the exercise of its rights and obligations under this Trust Agreement.

19. Enforcement of Note Collateral

19.1 *Issuer Event of Default*

The Note Collateral shall be subject to enforcement upon the Security Trustee obtaining actual knowledge of the occurrence of an Issuer Event of Default. The Security Trustee shall promptly, upon obtaining actual knowledge of an Issuer Event of Default, give notice thereof to the Noteholders and the other Beneficiaries pursuant to Clause 38 (*Notices*) and Clause 19.3 (*Notifications*).

19.2 *Enforcement of Note Collateral*

Upon obtaining actual knowledge of the occurrence of an Issuer Event of Default, the Security Trustee shall enforce or cause enforcement of the Note Collateral in a manner determined at its reasonable discretion, subject to Clause 19.3 (*Notification*) and Clause 28 (*Right to Indemnification*).

19.3 *Notification*

Within fifteen (15) calendar days of the Security Trustee's obtaining actual knowledge of the occurrence of an Issuer Event of Default, the Security Trustee shall give notice to the Noteholders and each other Beneficiary pursuant to Clause 38.3 (*Notices*), 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 Order of Priority (as such term is defined in Clause 23.1 (*Post-Enforcement Order of Priority*)) and provided that the proceeds from the enforced Related Collateral shall only be used for the security purpose set out in Clause 3.6 of the Receivables Purchase Agreement. If, within thirty (30) calendar days of the publication of such notice, the Security Trustee receives written notice (i) from one or more Class A Noteholders representing at least 51 % of the outstanding Class A Principal Amount, (ii) if no Class A Notes are outstanding from one or more Class B Noteholders representing at least 51 % of the outstanding Class B Principal Amount, (iii) if no Class A Notes and no Class B Notes are outstanding from one or more Class C Noteholders representing at least 51 % of the outstanding Class C Principal Amount, or (iv) if no Notes remain outstanding, from any other Beneficiary or Beneficiaries representing at least 51 % of the aggregate outstanding amount owed to all Beneficiaries, objecting to the action proposed in the Security Trustee's notice, the Security Trustee shall not undertake such action. In the event that (i) the Class A Noteholders, (ii) if no Class A Notes are outstanding, the Class B Noteholders, (iii) if no Class A Notes and no Class B Notes are outstanding, the Class C Noteholders, or (iv) if no Notes remain outstanding, the other Beneficiaries representing at least 51 % of the aggregate outstanding amount owed to all Beneficiaries have notified such objection to the Security Trustee, and (i) one or more Class A Noteholders representing at least 51 % of the outstanding Class A Principal Amount, (ii) if no Class A Notes are outstanding, one or more Class B Noteholders representing at least 51 % of the outstanding Class B Principal Amount, (iii) if no Class A Notes and no Class B Notes are outstanding, one or more Class C Noteholders representing at least 51 % of the outstanding Class C Principal Amount, or (iv) if no Notes remain outstanding, any other Beneficiary or Beneficiaries representing at least 51 % 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 Security Trustee an alternative action or have instructed the Security Trustee to propose alternative action, the 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 Security Trustee receives a written notice (i) from one or more Class A Noteholders representing at least 51 % of the Class A Principal Amount (ii) if no Class A Notes are outstanding, from one or more Class B Noteholders representing at least 51 % of the Class B Principal Amount, (iii) if no Class A Notes and no Class B Notes are outstanding, from one or more Class C Noteholders representing at least 51 % of the Class C Principal Amount, or (iv) if no Notes remain outstanding, from any other Beneficiary or Beneficiaries representing at least 51 % of the aggregate outstanding amount owed to all Beneficiaries, proposing a manner to enforce the Note Collateral, the Security Trustee shall undertake such action. The Security Trustee shall not incur any liability *vis-à-vis* the Issuer or any Beneficiary by following any such instructions. The Security Trustee shall, however, not be obliged to undertake any action under this Clause 19.3 (including, for the avoidance of doubt, to propose a method of enforcement) other than notification of the Noteholders and each other Beneficiary 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 or the other Beneficiaries (as the case may be) requesting such action an undertaking for full indemnification (either by reimbursement of costs, its ranking under the Pre-Enforcement Interest Order of Priority or the Post-Enforcement Order of Priority (as applicable) or in any other way it deems appropriate) of the Security Trustee against any damages, losses, costs and expenses which might arise from such action and no such undertaking has been granted to it.

20. Payments upon Occurrence of an Issuer Event of Default

Upon the occurrence of an Issuer Event of Default:

(i) Subject to Condition 3.3 (*Enforcement of Payment Obligations*) of the Terms and Conditions, the Note Collateral may be exercised, collected, claimed and enforced exclusively by the Security Trustee.

(ii) The 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 the rights, claims and interests in or in relation to any amounts standing to the credit of the Transaction Account have been validly assigned in its favour pursuant to this Trust Agreement), or, in the event that the Security Trustee has opened a Transaction Account in its own name pursuant to Clause 14 (*Transaction Account Termination*) above, such account.

(iii) Payments on the obligations of the Issuer may not be made as long as, in the opinion of the 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 Order of Priority (as such term is defined in Clause 23.1 (*Post-Enforcement Order of Priority*)).

(iv) The Security Trustee shall make payments out of the proceeds of any enforcement of Note Collateral in accordance with Clause 23 (*Post-Enforcement Order of Priority*).

(v) Subject to the Post-Enforcement Order of Priority, after all Transaction Secured Obligations have been satisfied in full, the 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 Trust Agreement, it is hereby agreed that Clauses 13 (*Receipt and Custody of Documents*) to 18 (*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 Trust Agreement shall be used for receipt of amounts relating to the Transaction Documents, for the fulfilment of the payment obligations of the Issuer and for receipt of amounts relating to the Relevant Receivables and the Related Collateral. The Liquidity Reserve Fund, a ledger to the Transaction Account shall be used, prior to the full redemption of the Notes, to mitigate any shortfalls in payments due under items *first* to *seventh* (inclusive), provided that any excess amount credited to the Liquidity Reserve Fund over the Required Liquidity Reserve Amount shall be applied to items *eighth* to *tenth* (inclusive) of the Pre-Enforcement Interest Order of Priority, and on the Payment Date which constitutes the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*), Condition 7.4 (*Scheduled Redemption Date*), Condition 7.5 (*Early Redemption*) or Condition 7.6 (*Optional Redemption for Taxation Reasons*), the balance credited to the Liquidity Reserve Fund shall be used to mitigate any shortfalls in payments due under items *first* to *seventh* (inclusive) of the Pre-Enforcement Interest Order of Priority and also applied to meet items *eighth*, *ninth*, and *twelfth* of the Pre-Enforcement Interest Order of Priority, and provided that, (i) any remaining amount credited to the Liquidity Reserve Fund which forms part of the Available Interest Distribution Amount will be applied to such items in priority to the remaining portion of the Available Interest Distribution Amount and provided further that (ii) any further remaining amount credited to the Liquidity Reserve Fund shall be solely applied to item *fourteenth* of the Pre-Enforcement Interest Order of Priority for the repayment of the Liquidity Reserve Fund Subordinated Loan to the Subordinated Loan Provider and thereafter to item *fifteenth* of the Pre-Enforcement Interest Order of Priority. After the full redemption of all Notes and prior to the occurrence of an Issuer Event of Default, any balance credited to the Liquidity Reserve Fund shall be applied to meet items *first* to *fourth* (inclusive) and items *eleventh*, *thirteenth,* and *fourteenth* of the Pre-Enforcement Interest Order of Priority. After the occurrence of an Issuer Event of Default, the balance on the Liquidity Reserve Fund shall be allocated to the Credit and the Credit will be applied in accordance with the Post-Enforcement Order of Priority. In the event that a Commingling Reserve Fund Subordinated Loan is made to the Issuer pursuant to the Subordinated Loan Facility granted under the Subordinated Loan Agreement, the Commingling Reserve Fund, a ledger to the Transaction Account, shall be drawn upon on the Payment Date which immediately follows any Collection Payment Date on which a Commingling Reserve Event occurs, prior to the full redemption of the Class A Notes and the Class B Notes, in an amount equal to the relevant Commingling Shortfall Collections and allocate such amount, (i) prior to the occurrence of an Issuer Event of Default, to the extent that such Commingling Shortfall Collections constituted Interest Income, to the Available Interest Distribution Amount for application in accordance with the Pre-Enforcement Interest Order of Priority and, to the extent that such Commingling Shortfall Collections constituted Principal Income, to the Available Principal Distribution Amount, for application in accordance with the Pre-Enforcement Principal Order of Priority and (ii) after the occurrence of an Issuer Event of Default, to the Credit for application in accordance with the Post-Enforcement Order of Priority. In the event that a Commingling Reserve Fund Subordinated Loan is granted pursuant to the subordinated loan facility under the Subordinated Loan Agreement and upon the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event, any balance on the Commingling Reserve Fund shall be used by the Cash Administrator to repay to the Subordinated Loan Provider the outstanding principal under the Commingling Reserve Fund Subordinated Loan and any excess balance on the Commingling Reserve Fund to pay interest on the Commingling Reserve Fund Subordinated Loan to the Subordinated Loan Provider and such payments shall not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority, respectively, and can be made paid on any Business Day prior to the immediately following Cut-Off Date, including, for the avoidance of doubt, any Business Day which is not a Payment Date. The Back-Up Servicing Collection Account of the Issuer set up and maintained pursuant to the Accounts Agreement and this Trust Agreement after the Back-Up Servicer Effective Date shall be used for receipt of amounts relating to the Relevant Receivables and the Related Collateral after the Back-Up Servicer Effective Date upon notification by the Back-Up Servicer to the Lessees to render payments henceforth to the Back-Up Servicing Collection Account.

22.2 The Issuer shall ensure that all payments made to the Issuer be made by way of a bank transfer to or deposit in the Transaction Account. Should any amounts payable to the Issuer be paid in any way other than by deposit in or bank transfer to the Transaction Account, the Issuer shall promptly transfer such amounts to the Transaction Account. The Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and Clause 23 (*Post-Enforcement Order of Priority*) shall remain unaffected.

22.3 The Issuer shall not open any new bank account (other than the Transaction Account or the Back-Up Servicing Collection Account) in addition to or as a replacement of the Transaction Account and the Back-Up Servicing Collection Account, respectively specified in Clause 1.1 (*Definitions*) of the Receivables Purchase Agreement, unless it has assigned any and all rights relating thereto to the Security Trustee in accordance with this Trust Agreement, and only after having obtained the prior written consent of the Security Trustee in accordance with this Trust Agreement. For the avoidance of doubt, upon notification to the Account Bank by the Security Trustee in respect of the occurrence of an Issuer Event of Default, the Security Trustee shall be entitled to exercise the rights of the Issuer under the Cash Administration Agreement and under the Accounts Agreement assigned to the Security Trustee in accordance with this Trust Agreement, including, without limitation, the right to give instructions to the Account Bank pursuant to the Cash Administration Agreement and the Accounts Agreement.

22.4 The Security Trustee hereby undertakes to provide each of the Account Bank and the Cash Administrator no later than two Business Days after the Security Trustee obtains actual knowledge of the occurrence of an Issuer Event of Default with a certificate specifying the names and signatures of the officers who are authorised to sign any instructions on its behalf with respect to the Accounts and to provide each of the Account Bank and the Cash Administrator, respectively, with an updated certificate if necessary.

23. Post-Enforcement Order of Priority

23.1 Upon the occurrence of an Issuer Event of Default and prior to the full discharge of all Transaction Secured Obligations, any credit on the Back-Up Servicing Collection Account and the Transaction Account (including, for the avoidance of doubt, any account of the Security Trustee opened in accordance with Clause 14 (*Account Termination*) and including any balance on the Liquidity Reserve Fund for as long as the Class A Notes and the Class B Notes have not been fully redeemed, but excluding any balance on the Commingling Reserve Fund (if any) and any interest earned thereon save to the extent that such balance is drawn upon after the occurrence and continuance of a Commingling Reserve Event for as long as the Class A Notes and the Class B Notes have not been fully redeemed and equal in an amount to the relevant Commingling Shortfall Collections and any proceeds obtained from the enforcement of the Note Collateral in accordance with Clause 19 (*Enforcement of Note Collateral*) (together, the "**Credit**") shall be applied exclusively in accordance with the order of priority (the "**Post-Enforcement Order of Priority**") set out in Clause 23.2.

23.2 Subject to Clause 23.1, 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, on any Payment Date, provided that any amounts due and payable under item *first (A)(i)* may be paid on any Business Day:

first, (A) to pay *pari passu* with each other on a *pro rata* basis (i) any amounts then due and payable with respect to any obligation of the Issuer with respect to corporation and trade tax and any other statutory fees under any applicable law (if any), provided that (x) 100 % of all taxes payable exclusively in respect of Compartment 7 shall be allocated under this item *first (A)* and (y) a *pro rata* share of all other taxes will be allocated under this item *first (A)* according to the proportion that the Aggregate Note Principal Amount bears to the aggregate outstanding financing liabilities of abc SME Lease Germany SA and (ii) any fees and other amounts due to any insolvency administrator in respect of abc SME Lease Germany SA under any applicable law, and thereafter, provided that a *pro rata* share of such fees and other amounts will be allocated under this item *first (A)* according to the proportion that the Aggregate Note Principal Amount bears to the aggregate outstanding financing liabilities of abc SME Lease Germany SA;

(B) to pay any amounts then due and payable with respect to fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business), expenses (including reasonable counsel fees), indemnities and other amounts due to the Security Trustee under the Transaction Documents, and thereafter;

(C) to pay *pari passu* with each other on a *pro rata* basis any amounts then due and payable with respect to

(a) 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 Data Trustee under the Data Trust Agreement and any other amounts due from the Issuer in connection with the establishment, liquidation or dissolution of the Issuer or any annual return, filing, registration and registered office or other company, licence or statutory fees in Luxembourg or any other fees, costs and expenses, as well as any fees, costs and expenses in connection with the listing of any Class of Notes on any stock exchange;

(b) (i) any fees, costs, taxes (excluding, for the avoidance at doubt, any income taxes or other general taxes due in the ordinary course of business), expenses and other amounts due to the legal advisers or auditors of the Issuer;

(ii) any fees, costs, expenses and other amounts, due to the Corporate Administrator under the Corporate Administration Agreement with respect to the administration of the Issuer in relation to the Transaction Documents or due to the Foundation, provided, in each case, that (x) 100 % of all amounts payable exclusively in respect of Compartment 7 shall be allocated under this item *first (C)(b)(ii)* and (y) a *pro rata* share of all other amounts payable will be allocated under this item first *(C)(b)(ii)* according to the proportion of the Aggregate Note Principal Amount bears to the aggregate outstanding financing liabilities of abc SME Lease Germany S.A;

(iii) any fees, costs, expenses and other amounts due to the Principal Paying Agent under the Agency Agreement or any other relevant person with respect to the issue of the Notes;

(iv) any fees, costs, expenses and other amounts due to the Lead Manager under the Subscription Agreement; and

(v) any fees, costs, expenses and other amounts due to the Rating Agencies (including any ongoing monitoring fees),

(c) any fees, costs, expenses and other amounts, due to the Cash Administrator under the Cash Administration Agreement or under the Accounts Agreement;

(d) any fees, costs and expenses and other amounts (including, without limitation, any negative interest charged in respect of the balance credited to any Account) due to the Account Bank under the Accounts Agreement;

(e) 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 any substitute servicer (but only if the substitute servicer is not any Affiliate of abcbank GmbH) (including any expenses, costs and fees incurred in the course of replacement) which may be appointed in accordance with the Receivables Purchase Agreement or the Servicing Agreement; and

(f) (i) any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business) and any other amounts due and payable to the Back-Up Servicer in accordance with the Back-Up Servicing Agreement or otherwise and (ii) any fees, costs, taxes (excluding, for the avoidance of doubt, any income taxes or other general taxes due in the ordinary course of business) and any other amounts due and payable to any substitute back-up servicer appointed from time to time in accordance with the Back-Up Servicing Agreement or otherwise,

second, to pay, on a *pro rata* basis, any amounts then due and payable with respect to Class A Notes Interest on such Payment Date, *pro rata*, on each Class A Note, any taxes, costs, indemnities, increased and other amounts relating thereto;

third, to pay, on a *pro rata* basis, any principal amounts then due and payable with respect to the Class A Principal Amount as of such Payment Date, *pro rata*, on each Class A Note, default interest thereon and any costs, indemnities, increased and other amounts relating thereto;

fourth, to pay, on a *pro rata* basis, any amounts then due and payable with respect to Class B Notes Interest as of such Payment Date, *pro rata*, on each Class B Note, any taxes, costs, indemnities, increased and other amounts relating thereto;

fifth, to pay, on a *pro rata* basis, upon full redemption of the Class A Notes, any amounts then due and payable with respect to Class B Principal Amount as of such Payment Date, *pro rata*, on each Class B Note, as well as default interest thereon and any taxes, costs, indemnities, increased and other amounts relating thereto;

sixth, to pay, on a *pro rata* basis, upon full redemption of the Class A Notes and of the Class B Notes, any amounts then due and payable with respect to Class C Principal Amount, as of such Payment Date, *pro rata*, on each Class C Note as well as default interest thereon and any taxes, costs, indemnities, increased and other amounts relating thereto;

seventh, to pay, on a *pro rata* basis, (i) any amounts owed by the Issuer to the Seller under the Receivables Purchase Agreement in respect of any tax credit, relief, remission or repayment received by the Issuer on account of any tax or additional amount paid by the Seller, or otherwise (including, for the avoidance of doubt, any claims of the Seller against the Issuer for breach of obligation) under the Receivables Purchase Agreement or other Transaction Documents and (ii) any amounts owed by the Issuer to any Lessor under the Servicing Agreement in respect of any refund for an unauthorised direct debit (to the extent such returns do not reduce the Collections for the Reporting Period ending on such Cut-Off Date);

eighth, after full redemption of all Notes, to pay, on a *pro rata* basis and *pari passu*, any amounts then due and payable in repayment of outstanding principals in respect of the Subordinated Loans under the Subordinated Loan Agreement;

ninth, to pay, on a *pro rata basis* and *pari passu*, any interest then due and payable on the Subordinated Loans under the Subordinated Loan Agreement to the Subordinated Loan Provider; and

tenth, to pay, on a *pro rata* basis, any remaining amount as interest *pro rata* on each Class C Notes, any taxes, costs, indemnities, increased and other amounts relating thereto,

provided that, should a Commingling Reserve Fund Subordinated Loan have been granted pursuant to the Subordinated Loan Facility under the Subordinated Loan Agreement, any balance remaining on the Commingling Reserve Fund after the earlier of (i) the full redemption of the Class A Notes and the Class B Notes, (ii) the date on which the Aggregate Outstanding Nominal Amount equals zero and (iii) the occurrence of the No Commingling Risk Event shall be solely used to repay the Commingling Reserve Fund Subordinated Loan and any excess used to pay interest thereon and such payments shall not be subject to the Post-Enforcement Order of Priority and can be undertaken on any Business Day prior to the immediately following Cut-Off Date, including, for the avoidance of doubt, any Business Day which is not a Payment Date.

23.3 The Post-Enforcement Order of Priority shall be applicable upon an Issuer Event of Default as well as in any bankruptcy or other Insolvency Proceedings to which any assets of the Issuer are subject.

23.4 Each Party acknowledges that each Beneficiary has, pursuant to the Transaction Documents to which it is a party, agreed (and the Security Trustee in its capacity as Beneficiary hereby agrees) to re-pay any amount received by it in breach of the Post-Enforcement Order of Priority to the Security Trustee by payment to the Transaction Account (including any account established by the Security Trustee in accordance with Clause 14 (*Accounts Termination*) of this Trust Agreement). The Security Trustee shall then pay out the monies so received in the manner that they were payable in accordance with the Post-Enforcement Order of Priority on the immediately following 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 Security Trustee shall be authorised and obliged to make payments in such a manner that any over-payments or under-payments made in breach of the Post-Enforcement Order of Priority are set-off by correspondingly decreased or increased payments on such Payment Date (and, to the extent necessary, on any subsequent Payment Date).

24. Retaining Third Parties

24.1 In individual instances, the Security Trustee may, at market prices (if appropriate, after obtaining several offers), retain the services of a suitable law firm, accounting firm or credit institution or seek information and advice from legal counsel, financial consultants, banks and other experts in Germany, Luxembourg or elsewhere (and irrespective of whether such persons are already retained by the 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 Trust Agreement and the other Transaction Security Documents, in respect of the following duties (including by delegating the entire or partial performance of the following duties):

(i) the taking of specific measures under Clause 16 (*Breach of Obligations by the Issuer*), particularly the enforcement of certain claims of the Issuer or any Beneficiary;

(ii) enforcement of Note Collateral pursuant to Clause 19.2 (*Enforcement of Note Collateral*);

(iii) the settlement of payments under Clause 20 (*Payments upon Occurrence of an Issuer Event of Default*);

(iv) the settlement of over-payments under Clause 23 (*Post-Enforcement Order of Priority*);

(v) any other duty of the Security Trustee under this Trust Agreement if the delegation of the entire or partial performance of such duty is not, in the discretion of the Security Trustee, subject to Clause 3.1 (*Position of Security Trustee in Relation to Beneficiaries*), materially prejudicial to the interests of the Beneficiaries.

Any fees, costs, charges and expenses, indemnity claims and any other amounts payable by the Security Trustee to such third parties or advisers shall be reimbursed by the Issuer.

24.2 (i) Subject to Clause 24.2(ii), the Security Trustee may rely on such third parties and any information and advice obtained therefrom without having to make its own investigations. The Security Trustee shall not be liable for any wilful misconduct (*Vorsatz*) or negligence (*Fahrlässigkeit*) of such persons.

(ii) The Security Trustee shall be liable for any damages or losses caused by it relying on such third parties or acting in reliance on information or advice of such advisers only in accordance with Clause 33 (*Standard of Care for Liability*).

24.3 The Security Trustee may sub-contract or delegate the performance of some (but not all) of any of its obligations other than those referred to in Clause 24.1 (*Retaining Third Parties*). 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 Security Trustee pursuant to Section 278 of the German Civil Code (*Bürgerliches Gesetzbuch*); however, the Security Trustee shall remain liable for diligently selecting and, provided there are reasonable grounds, but at least once a year, reviewing the appointment of such sub-contractors and delegates in accordance with Clause 33 (*Standard of Care for Liability*) hereof.

25. Representation and Warranties of the Issuer

The Issuer hereby represents and warrants that, as of the date of execution of this Trust Agreement:

(a) abc SME Lease Germany SA is a public limited liability company (*société anonyme*), incorporated under the laws of Luxembourg and is subject, as an unregulated securitisation vehicle, to the provisions of the Securitisation Law, with power to own its assets, conduct its business as described in the Prospectus, and to enter into the Corporate Administration Agreement and acting in respect of its Compartment 7, to enter into this Trust Agreement, each other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto and to exercise its rights and perform its obligations hereunder and thereunder and all corporate and other action required to authorise the execution of, or in the case of the Notes, the creation and issue of the Notes, and the performance of its obligations thereunder has been duly taken;

(b) (i) by entering into, and assuming the obligations under, the Transaction Documents (other than the Corporate Administration Agreement) the Issuer incurs duties, liabilities and obligations in respect of Compartment 7 only but not in respect of any other Compartment of abc SME Lease Germany SA or in respect of abc SME Lease Germany SA generally and (ii) by entering into, and assuming the obligations under, the Corporate Administration Agreement, abc SME Lease Germany SA incurs duties, liabilities and obligations in respect of each Compartment of abc SME Lease Germany SA and in respect of abc SME Lease Germany SA generally;

(c) the articles of association of abc SME Lease Germany SA allow the creation of the Issuer, and the Issuer has been duly created as a segregated compartment in accordance with the articles of association of abc SME Lease Germany SA and the provisions of the Securitisation Law by a decision of the board of directors of abc SME Lease Germany SA;

(d) abc SME Lease Germany SA (acting in relation to the Issuer or any other compartment of abc SME Lease Germany SA) has not issued securities (*Valeurs mobilières*) to the public on a continuous basis within the meaning of article 19 of the Securitisation Law;

(e) abc SME Lease Germany SA (acting in relation to the Issuer or any other compartment of abc SME Lease Germany SA) has acquired, originated, financed such acquisitions/originations and held the assets allocated to the Issuer or the other compartments of abc SME Lease Germany SA, in each case, in accordance with the provisions of the Securitisation Law;

(f) abc SME Germany SA fully complies with and respects the provisions of the Luxembourg act dated 31 May 1999 concerning the domiciliation of companies;

(g) abc SME Lease Germany SA is a company which is managed and administered from Luxembourg and maintains its registered office in Luxembourg;

(h) abc SME Lease Germany SA has its place of central administration (*siège de l'administration centrale*) at the place of its registered office (*siege statutaire*) in Luxembourg;

(i) abc SME Lease Germany SA has not taken, and will not take, any action which has caused its "centre of main interests" (as that term is referred to in article 3(1) of Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings) to be located in any jurisdiction other than Luxembourg and has not established and will not establish any offices, branches or other establishments (as defined in the Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings) and will not register as a company in any jurisdiction other than Luxembourg, including with respect to its central administration (*administration centrale*);

(j) any transactions carried out by the Issuer and/or abc SME Lease Germany SA through the compartments (other than Compartment 7) of abc SME Lease Germany SA, in each, case qualify as securitisation transactions within the meaning of the Securitisation Law;

(k) under the laws of Luxembourg in force as of 14 October 2020, it will not be required to make any deduction or withholding from any payment it may make under this Trust Agreement or any other Transaction Document (other than the Corporate Administration Agreement) or any other document or agreement relating hereto or thereto to which it is expressed to be a party except as provided for by the Luxembourg law of 23 December 2005, as amended introducing a domestic withholding tax on interest income for Luxembourg residents;

(l) in any proceedings taken in Luxembourg in relation to all or any of this Trust Agreement or any other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process;

(m) in any proceedings taken in Luxembourg in relation to this Trust Agreement, each other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto the choice of the laws of Germany or any other relevant law as the governing law of this Trust Agreement or such other Transaction Document (other than the Corporate Administration Agreement) and any such other documents and agreements relating hereto or thereto, subject as provided in the legal opinion of legal counsel of the Issuer in Luxembourg dated as of the Note Issuance Date relating to this Trust Agreement and any such other documents and agreements, as well as any judgment obtained in Germany or in any other relevant country will be recognised in Luxembourg;

(n) 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 Trust Agreement or any other Transaction Document and each other document and agreement relating hereto or thereto 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;

(o) subject to certain legal reservations set out in the legal opinion provided by Luxembourg legal counsel to the Issuer dated as of the Note Issuance Date, under the laws of Luxembourg in force as of 14 October 2020, it is not necessary that any of this Trust Agreement or any other Transaction Document (other than the Corporate Administration Agreement) or any other document or agreement relating hereto or thereto be filed, recorded or enrolled with any court or other authority in Luxembourg or that any stamp, registration or similar tax be paid on or in relation to any of this Trust Agreement or any other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto. However, a fixed registration duty will be levied in case the documents are voluntarily presented to registration;

(p) subject to certain legal reservations set out in the legal opinion provided by Luxembourg legal counsel to the Issuer dated as of the Note Issuance Date, under the laws of Luxembourg in force as of 14 October 2020 the obligations expressed to be assumed by it in this Trust Agreement, in each other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto are (assuming that such obligations are legal and valid under German law or any other relevant governing law) 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;

(q) 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, 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;

(r) 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 judgment 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 either this Trust Agreement or any other Transaction Document (other than the Corporate Administration Agreement) or the other documents and agreements relating hereto or thereto;

(s) 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 Trust Agreement, each other Transaction Document (other than the Notes and the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto and the issue of the Notes 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;

(t) the execution of this Trust Agreement, each other Transaction Document (other than the Notes and the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto and the issue of the Notes 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;

(u) the execution of this Trust Agreement, each other Transaction Document (other than the Notes and the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto and the issue of the Notes 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;

(v) no Issuer Event of Default has occurred and is continuing;

(w) its obligations hereunder were entered into on arm's length terms;

(x) it has opened the Transaction Account with the Account Bank;

(y) abc SME Lease Germany SA has its own active management, separate book keeping system, separate stationery (showing its street address, phone and fax number and e-mail address) and maintains an actual place of business at its registered (shared) office in Luxembourg (e.g., *inter alia*, that abc SME Lease Germany SA's phone number is answered during normal business hours either by a director of abc SME Lease Germany SA or, if no such person is immediately available, by another officer of abc SME Lease Germany SA, who will answer in the name of abc SME Lease Germany SA, forward calls or take messages, and that one of the directors or other officers of abc SME Lease Germany SA will be available, either on site or after the call has been forwarded, to answer questions regarding abc SME Lease Germany SA and any of its Compartments and its business during normal business hours);

(z) abc SME Lease Germany SA has unlimited access to and control over its registered (shared) office (such registered office bearing a name-sign of abc SME Lease Germany SA and being provided by the Corporate Administrator and the premises at which such registered office is located being fully equipped by the Corporate Administrator with telecommunication equipment (whereby abc SME Lease Germany SA has a separate e-mail address provided by the Corporate Administrator) and office furniture and the usage of such premises as a registered office by abc SME Lease Germany SA being effected separately to the usage of the premises by any other entity) in Luxembourg and has exclusive and unlimited access to its records, correspondence and any other documents pertaining to its business, such records, correspondence and documents being kept at its registered office in Luxembourg locked in a separate cabinet distinctly separate from those of other securitisation vehicles;

(aa) abc SME Lease Germany SA does not have and has not had at its disposal a fixed place of business or an installation located in Germany which serves its activities; in particular abc SME Lease Germany SA does not have its management or part of its management exercising any of their management functions in Germany;

(bb) there is no person (individual, including the Issuer's statutory representatives or legal entity) in Germany which makes business or management decisions on behalf of abc SME Lease Germany SA or abc SME Lease Germany SA acting in respect of any of its Compartments, enters into or seeks the conclusion of contracts on behalf of abc SME Lease Germany SA or abc SME Lease Germany SA acting in respect of any of its Compartments, and all day-to-day business activities and management decisions of abc SME Lease Germany S.A or of abc SME Lease Germany S.A, acting in respect of any of its Compartments are carried out or made outside of Germany;

(cc) except for the Master Servicer, the Back-Up Servicer and the Security Trustee acting in its respective ordinary course of business as an independent agent, neither abc SME Lease Germany S.A nor the Issuer does have and has had a representative in Germany with a power of attorney or a power of attorney in fact to represent abc SME Lease Germany SA or the Issuer, respectively, or to enter into contracts on behalf of abc SME Lease Germany SA or the Issuer, respectively, (as the case may be) and who uses such power constantly (*nachhaltig*) or is seeking or has sought the conclusion of contracts for abc SME Lease Germany SA or the Issuer, respectively, in Germany;

(dd) there is no person (individual, including the Issuer's statutory representatives or legal entity) who constantly (*nachhaltig*) carries out business in Germany on behalf of abc SME Lease Germany SA or abc SME Lease Germany SA acting in respect of any of its Compartments and no person who is incorporated or resident in Germany acting on behalf of abc SME Lease Germany SA or abc SME Lease Germany SA acting in respect of any of its Compartments is subject to or considers itself subject to instructions (whether in writing or orally) of abc SME Lease Germany SA; and

(ee) the Issuer does not and did not qualify as a separate enterprise (*Unternehmen*) or as a separately managed part of the enterprise (*in der Gliederung eines Unternehmens gesondert geführter Betrieb*) of the Seller.

26. Fees

The Issuer shall pay the Security Trustee a fee as separately agreed upon between the Issuer and the Security Trustee in a fee letter (the "**Security Trustee Fee Letter**") dated on or about 14 October 2020, as amended or amended and restated from time to time. Upon retirement of the Security Trustee pursuant to Clause 30 (*Resignation*) or Clause 31 (*Replacement of the Security Trustee*) of this Trust Agreement, the Security Trustee shall be entitled to receive such fee on a *pro rata temporis* basis.

The Security Trustee shall provide the Cash Administrator with details of any and all amounts due to it by the Issuer under all Transaction Security Documents no later than one (1) Business Day after the Cut-Off Date immediately preceding each Payment Date.

27. Reimbursement of Expenses

In addition to the remuneration of the 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, delegees and advisors) which the Security Trustee properly incurs in relation to any action taken by it under or in relation to this Trust Agreement or any of the other Transaction Documents or any amendment, renewals or waivers made in accordance with the Transaction Documents in respect hereof. Save upon the occurrence of an Issuer Event of Default or a default of any other party to any Transaction Document which requires the Security Trustee to take action, if any expense exceeds EUR 1,000, the reimbursement of such expense by the Issuer shall be subject to the prior written consent of the Seller, which shall not be unreasonably withheld.

28. Right to Indemnification

28.1 The Issuer shall indemnify the Security Trustee in respect of all proceedings (including claims and liabilities in respect of taxes other than on the Security Trustee's own overall net profits, income or gains and subject to Clause 29.2 (*Taxes*)), losses, claims and demands and all costs, charges, expenses, and liabilities to which the Security Trustee (or any third party pursuant to Clause 24 (*Retaining Third Parties*)) may be or become liable or which may be incurred by the Security Trustee (or any such third party) in respect of anything done or omitted in relation to this Trust Agreement and any of the other Transaction Documents, unless such costs and expenses are incurred by the Security Trustee due to a breach of the duty of care provided for in Clause 33 (*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 Security Trustee has no right of indemnification against the Beneficiaries hereunder unless it has received instruction from any Beneficiary or Beneficiaries in accordance with Clause 19.3 (*Notification*).

28.2 The Security Trustee shall not be bound to take any action under or in connection with this Trust 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 (either by reimbursement of costs, its ranking under the Pre-Enforcement Interest Order of Priority or the Post-Enforcement Order of Priority (as applicable) or in any other way it deems appropriate), and is reasonably satisfied that the Issuer will be able to honour any indemnity in accordance with the Post-Enforcement Order of Priority as set out in Clause 23 (*Post-Enforcement Order of Priority*) 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 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.

29. Taxes

29.1 The Issuer shall bear all stamp duties, transfer taxes and other similar taxes, duties or charges which are imposed in Luxembourg or in Germany on or in connection with (i) the creation of, holding of, or enforcement of the Note Collateral, (ii) any action taken by the Security Trustee pursuant to the Terms and

Conditions or the other Transaction Documents, (iii) the issue of the Notes or (iv) the conclusion of any other Transaction Document.

29.2 All payments of fees and reimbursements of expenses to the Security Trustee shall include any turnover taxes, value added taxes or similar taxes, other than taxes on the Security Trustee's net profits, overall income or gains, which are imposed in the future on the services of the Security Trustee.

30. Resignation

30.1 *Resignation*

The Security Trustee may resign from its office as Security Trustee at any time by giving two months prior written notice, provided that upon or prior to the last Business Day of such notice period a reputable accounting firm or financial institution which is experienced in the business of security trusteeship in the context of securitisations of assets originated in Germany and which has obtained any required authorisations and licences (an "**eligible institution**") has been appointed by the Issuer as successor (the "**New Security Trustee**") and such appointee assumes all rights and obligations arising from this Trust Agreement, and the other Transaction Security Documents and which has been furnished with all authorities and powers that have been granted to the Security Trustee. The Security Trustee shall promptly notify in advance and in writing the Issuer of its intention of resignation. The Issuer shall, upon receipt of the written notice of resignation referred to in the first sentence of this Clause 30.1 (*Resignation*), promptly appoint an eligible institution as New Security Trustee. The Security Trustee shall have the right (but no obligation) to nominate a New Security Trustee for appointment by the Issuer. The Issuer shall have the right to veto any nomination of a New Security Trustee by the resigning Security Trustee if such New Security Trustee is not an eligible institution or if any other eligible institution has been appointed by the Issuer to be the New Security Trustee and has accepted such appointment. The proposed appointment of the New Security Trustee shall further be subject to Clause 30.2 (*Effects of Resignation*) below.

30.2 *Effects of Resignation*

Any termination of the appointment of the 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 Trust Agreement or, if earlier, neither any obligations under the Notes nor any other Transaction Secured Obligations are outstanding, or (ii) a New Security Trustee has been appointed and has accepted such security trusteeship.

30.3 *Continuation of Rights and Obligations*

Notwithstanding a termination pursuant to Clause 30.1 (*Resignation*), the rights and obligations of the Security Trustee shall continue until the appointment of the New Security Trustee has become effective and the assets and rights have been assigned to it pursuant to Clause 32.1 (*Transfer of Note Collateral*). None of the provisions of this Clause 30 shall affect the right of the Security Trustee to resign from its office for good cause (*aus wichtigem Grund*) with immediate effect.

31. Replacement of Security Trustee

The Issuer shall be authorised and obliged to replace the Security Trustee with a reputable accounting firm or financial institution (which is experienced in the business of security trusteeship in securitisation transactions and which has obtained any required authorisations, registrations and licences), if the Issuer has been so instructed in writing by (i) one or more Class A Noteholders representing at least 25 % of the outstanding Class A Principal Amount, unless Class A Noteholders representing at least 50 % of the outstanding Class A Principal Amount instruct the Issuer not to replace the Security Trustee, (ii) if no Class A Notes are outstanding, one or more Class B Noteholders representing at least 25 % of the outstanding Class B Principal Amount, unless Class B Noteholders representing at least 50 % of the outstanding Class B Principal Amount instruct the Issuer not to replace the Security Trustee, (iii) if no Class A Notes and no Class B Notes are outstanding, one or more Class C Noteholders representing at least 25 % of the outstanding Class C Principal Amount, unless Class C Noteholders representing at least 50 %

of the outstanding Class C Principal Amount instruct the Issuer not to replace the Security Trustee, or (iv) if no Notes remain outstanding, any Beneficiary or Beneficiaries representing at least 25 % of all Beneficiaries to which any amounts are owed, unless Beneficiaries representing at least 50 % of all Beneficiaries to which any amounts are owed instruct the Issuer not to replace the Security Trustee.

32. Transfer of Note Collateral

32.1 *Transfer of Note Collateral*

In the case of a replacement of the Security Trustee pursuant to Clause 30 (*Resignation*) or Clause 31 (*Replacement of Security Trustee*), the Security Trustee shall forthwith transfer the Note Collateral and other assets and other rights it holds as fiduciary (*Treuhänder*) under any Transaction Security Document, as well as its Security Trustee Claim under Clause 4 (*Position of Security Trustee in Relation to the Issuer*), and the pledge granted to it pursuant to Clause 6 (*Pledge*) to the New Security Trustee. Without prejudice to this obligation, the Issuer shall hereby be irrevocably authorised to effect such transfer on behalf of the Security Trustee as set out in the first sentence and is for that purpose exempted to the fullest extent permitted under applicable law 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.

32.2 *Assumption of Obligations*

In the event of a replacement of the Security Trustee pursuant to Clause 30 (*Resignation*) or Clause 31 (*Replacement of Security Trustee*), the Security Trustee shall reach an agreement with the New Security Trustee that the New Security Trustee assumes the obligations of the Security Trustee's obligations under each Transaction Security Document.

32.3 *Costs*

The costs incurred in connection with replacing the Security Trustee pursuant to Clause 30 (*Resignation*) or Clause 30 (*Replacement of Security Trustee*) shall be borne by the Issuer. If such replacement is due to a breach of the standard of care liability on the part of the Security Trustee in accordance with Clause 33 (*Standard of Care for Liability*) constituting good cause (*wichtiger Grund*) for termination, the Issuer shall be entitled, without prejudice to any additional rights, to claim damages from the Security Trustee in the amount of such costs.

32.4 *Notification to the Rating Agencies; Publications*

The appointment of a New Security Trustee in accordance with Clause 30 (*Resignation*) or Clause 31 (*Replacement of Security Trustee*) shall be notified by the Issuer to the Rating Agencies by giving not less than thirty (30) calendar days notice. Following such notification, the appointment of the New Security Trustee shall take effect and shall be published without delay in accordance with the terms and conditions of the Notes or, if this is not possible, in any other appropriate way.

32.5 *Accounting and Records*

The Security Trustee shall be obliged to account to the New Security Trustee for its activities under or with respect to each Transaction Security Document. The Security Trustee shall deliver to the New Security Trustee, subject to any applicable law, in particular, data protection legislation, all relevant contracts, correspondence, files and other documents, books, books of accounts, registers, Records and other information and documents relating to the performance of its obligations under the Transaction Documents to which it is a party including without limitation all data, Records and confidential data keys received by it pursuant to the Data Trust Agreement.

33. Standard of Care for Liability

The Security Trustee shall be liable for any breach of its obligations under this Trust Agreement only if it fails to meet the standard of care it exercises in its own affairs (*Sorgfalt in eigenen Angelegenheiten*).

34. General

34.1 The 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 or practicability of the provisions of the Transaction Documents; and (iii) a failure to deposit or loss of documents related to the Note Collateral not attributable to a breach of the standard of care of the Security Trustee as set out in Clause 33 (*Standard of Care for Liability*).

34.2 The Security Trustee may call for and shall be at liberty to accept a certificate signed by any two 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 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.

34.3 The Security Trustee may call for any certificate or other document to be issued by any Clearing System in relation to any Global Note as to the note principal amount of the Notes represented by those Global Notes standing to the account of any person. Any such certificate or other document shall be conclusive and binding for all purposes and the 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 or other document.

34.4 The 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 Trust Agreement) to which the Security Trustee is a party or conferred upon the Security Trustee by operation of law (the exercise of which, as between the 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 33 (*Standard of Care for Liability*), the Security Trustee shall not be responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise thereof.

34.5 The Security Trustee, as between itself and the Beneficiaries, shall have full power to undertake any calculations (including, without limitation, any necessary currency conversions) in relation to any of the provisions of any Transaction Document and determine all questions and doubts arising in relation to any of the provisions of any Transaction Document and every such calculation or determination, whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee, shall be conclusive and shall bind the Security Trustee and the Beneficiaries. In particular, the Security Trustee may determine whether or not any event described in this Trust Agreement is, in its opinion, materially prejudicial to the interests of Beneficiaries and if the 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.

34.6 The 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 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.

34.7 Any consent given by the Security Trustee for the purposes of any Transaction Document may be given on such terms and subject to such conditions (if any) as the Security Trustee thinks fit in its discretion and, notwithstanding anything to the contrary contained in any Transaction Document may be given retrospectively.

34.8 The 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 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.

34.9 The Security Trustee shall not be liable for any error of judgement made in good faith by any officer or employee of the Security Trustee assigned by the 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 33 (*Standard of Care for Liability*).

34.10 No provision of this Trust Agreement shall require the Security Trustee to do anything which may be illegal or contrary to applicable law or in breach of its obligations as trustee (*Treuhänder*) under Clause 3.2 (*Position of Security Trustee in Relation to the Beneficiaries*) 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. The Security Trustee shall be entitled to undertake any necessary measures in order to comply with applicable law at any time, including for the avoidance of doubt, applicable law relating to the funding of terrorist activities or money laundering.

34.11 The 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 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:

(i) 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;

(ii) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of any Transaction Document or any other document entered into in connection therewith (including, for the avoidance of doubt, any records of any Clearing System or of any Common Safekeeper);

(iii) 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;

(iv) the performance or observance by the Issuer or any other person of any provisions or stipulations relating to Notes or 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 the supervision of the Issuer or such other person in respect thereof 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;

(v) the existence, accuracy or sufficiency of any legal or other opinions (irrespective of any monetary or other limitation), searches, reports, certificates, valuations, calculations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Transaction Documents;

(vi) the failure by the Issuer or any other party to the Transaction Documents (other than the Security Trustee) to obtain or comply with any licence, 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 perfect or 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

(vii) 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.

34.12 The 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.

35. Undertakings of the Issuer in Relation to the Note Collateral

The Issuer hereby undertakes *vis-à-vis* the Security Trustee:

(i) 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;

(ii) promptly to notify the Security Trustee in the event of becoming aware that the rights of the Security Trustee in the Note Collateral are impaired or jeopardised by way of an attachment or other actions of third parties (unless such attachment or other action is taken by a Lessee and affects only a value of the Note Collateral of up to EUR 100,000), 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 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 Security Trustee in the Note Collateral; and

(iii) to permit the 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.

36. Other Undertakings of the Issuer

36.1 The Issuer undertakes:

(i) to promptly notify the Security Trustee in writing if circumstances occur which constitute an Issuer Event of Default;

(ii) to give the Security Trustee at any time such other information available to it which the Security Trustee may reasonably demand for the purpose of performing its duties under the Transaction Documents;

(iii) to send to the Security Trustee one copy of any balance sheet, any profit and loss accounts, any schedule on the origin and the allocation of funds, any report or notice or any other memorandum sent out by the Issuer to its shareholders either at the time of the mailing of those documents to the shareholders or as soon as possible thereafter;

(iv) to send or have sent to the Security Trustee a copy of any notice given to the Noteholders or to the Principal Paying Agent for the account of the Noteholders in accordance with the Terms and Conditions immediately;

(v) to ensure that the Principal Paying Agent notifies the Security Trustee immediately if it does 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 holders of the Class A Notes and the Class B Notes and/or the Class A Notes and the Class B Notes on any Payment Date;

(vi) to notify in writing each Rating Agency and the Security Trustee of any written variation to any Transaction Document and to notify each Beneficiary (other than the Noteholders) and procure that each Noteholder is notified in accordance with Condition 13 (*Form of Notices*) of the Terms and Conditions of any termination of the Account Bank, the Cash Administrator, the Principal Paying Agent, the Security Trustee, the Corporate Administrator, the Master Servicer, any Sub-Servicer, the Back-Up Servicer or the Data Trustee under the respective Transaction Document as well as the appointment of a new substitute the Account Bank, a new substitute Cash Administrator, a new substitute Principal Paying Agent, a new substitute Security Trustee, a new substitute Corporate Administrator, a new substitute Master Servicer, a new substitute Sub-Servicer or a new substitute Back-Up Servicer or a new substitute Data Trustee under such Transaction Document and to provide the Security Trustee with evidence of such notifications to each Rating Agency, each Beneficiary (other than the Noteholders) and the Principal Paying Agent, in each case, without undue delay;

(vii) 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 41 (*No Liability and No Right to Petition and Limitation on Payments*) of this Trust Agreement and any third party replacing any of the parties to the Transaction Documents is allocated the same ranking in the Pre-Enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority (as applicable) and the Post-Enforcement Order of Priority as was allocated to such creditor and each Rating Agency has been notified in writing of such agreement;

(viii) to ensure that abc SME Lease Germany SA does all such things as are necessary to maintain and keep in full force and effect its corporate existence;

(ix) to ensure that abc SME Lease Germany SA has the capacity and is duly qualified to conduct its business as it is conducted in all applicable jurisdictions;

(x) to ensure that abc SME Lease Germany SA obtains, complies with the terms of and does all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents (if any) required in or by the laws and regulations of Luxembourg and any other applicable law of any country to enable the Issuer lawfully to enter into and perform its obligations under this Trust Agreement or any other Transaction Documents (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto to which it is expressed to be a party and to enable abc SME Lease Germany SA to lawfully enter into and perform its obligations under the Corporate Administration Agreement or to ensure the legality, validity, enforceability or admissibility in evidence in Luxembourg, Germany or any other relevant country in all material respects of this Trust Agreement and each other Transaction Document (other than the Corporate Administration Agreement) and each other document and agreement relating hereto or thereto to which it is expressed to be a party or to ensure the legality, validity, enforceability or admissibility in evidence in Luxembourg, Germany or any other relevant country in all material respects of the Corporate Administration Agreement and each other document and agreement relating thereto to which abc SME Lease Germany SA is expressed to be a party;

(xi) to procure that no change is made to the general nature or scope of the business of abc SME Lease Germany SA from that carried on at the date of this Agreement;

(xii) to carry on and conduct the business of abc SME Lease Germany 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;

(xiii) to ensure that abc SME Lease Germany SA (acting in relation to the Issuer or any other compartment of abc SME Lease Germany SA) does not issue securities (*valeurs mobilières*) to the public on a continuous basis within the meaning of article 19 of the Securitisation Law;

(xiv) to ensure that abc SME Germany SA fully complies with and respects the provisions of the Luxembourg act dated 31 May 1999 concerning the domiciliation of companies;

(xv) to ensure that abc SME Germany SA maintains its registered office in Luxembourg;

(xvi) to ensure that abc SME Germany SA retains its central administration (*siège de l'administration centrale*) at the place of its registered office (*siege statutaire*) in Luxembourg;

(xvii) to ensure that abc SME Lease Germany SA will not take any action which will cause its "centre of main interests" (as that term is referred to in article 3(1) of Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings) to be located in any jurisdiction other than Luxembourg and has not established and will not establish any offices, branches or other establishments (as defined in the Regulation (EU) No. 2015/848 as of 20 May 2015 on insolvency proceedings) and will not register as a company in any jurisdiction other than Luxembourg, including with respect to its central administration (*administration centrale*);

(xviii) to hold itself out as a separate 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, 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;

(xix) to observe all corporate and other formalities required by the constitutional documents of abc SME Lease Germany SA;

(xx) to maintain adequate share capital in light of the contemplated business operations of abc SME Lease Germany SA and to pay its own liabilities with respect to Compartment 7 out of its own funds;

(xxi) to conduct its duties and ensure that the duties of abc SME Lease Germany SA are conducted at all times in a manner that cannot be reasonably expected to cause it to be considered a German tax-resident or to maintain a permanent establishment or a permanent representative in Germany, and to use all reasonable efforts to provide documentary evidence to this effect;

(xxii) to ensure that abc SME Lease Germany SA has its own active management and separate accounting system and maintain an actual place of business at its place of incorporation in Luxembourg;

(xxiii) to ensure that abc SME Lease Germany SA is managed and administered from outside of Germany, in particular not to have its management or part of its management exercising any of their management functions in Germany;

(xxiv) to ensure that abc SME Lease Germany SA has unlimited access to and control over its registered (shared) office (such registered office bearing a name-sign of abc SME Lease Germany SA and being provided by the Corporate Administrator and the premises at which such registered office is located being fully equipped by the Corporate Administrator with telecommunication equipment (whereby abc SME Lease Germany SA has a separate e-mail address provided by the Corporate Administrator) and office furniture and the usage of such premises as a registered office by the Issuer being effected separately to the usage of the premises by any other entity) in Luxembourg;

(xxv) to ensure that abc SME Lease Germany SA has exclusive and unlimited access to its records, correspondence and any other documents pertaining to its business, and keep such records, correspondence documents being kept at its registered office in Luxembourg locked in a separate cabinet distinctly separate from those of other securitisation vehicles;

(xxvi) to ensure that abc SME Lease Germany SA has always at least one independent director and that such director is resident in Luxembourg;

(xxvii) subject to being provided by the Master 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 the future to comply with the Eurosystem eligibility criteria set out in the Guideline of the European Central Bank on monetary policy instruments and procedures of the Eurosystem (ECB/2011/14), (recast) as amended from time to time, subject to applicable data protection laws;

(xxviii) to use its best efforts to ensure compliance with any disclosure, reporting or other obligations imposed on it at any time by virtue of any applicable law or regulation, in particular, but without limitation, the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 and as further amended by Regulation (EU) No. 462/2013 of the European Parliament and of the Council of 31 May 2013;

(xxix) to promptly notify the Principal Paying Agent and the Security Trustee if it reasonably expects that on any Payment Date it is required to make a deduction or withholding on any payment in respect of the Notes; and

(xxx) to open the Back-Up Servicing Collection Account with the Account Bank following the Back-Up Servicer Effective Date in accordance with the terms set out in the Accounts Agreement.

36.2 The Issuer undertakes that it will not, save as contemplated or permitted by this Trust Agreement or any other Transaction Document:

(i) grant, create or permit to exist any encumbrance over any of its properties, assets or revenues, whether now owned or hereafter acquired;

(ii) 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;

(iii) enter into any amalgamation, demerger, merger or corporate reconstruction;

(iv) 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;

(v) permit its assets to become co-mingled with those of any other entity; and

(vi) permit its accounts and the debts represented thereby to become commingled with those of any other entity.

37. Actions of the Issuer or of abc SME Lease Germany SA requiring consent

37.1 So long as any part of the Notes remains outstanding, the Issuer shall not be entitled, without the prior written approval of the Security Trustee (such approval not to be given unless each Rating Agency has been notified in writing of such action) or unless required by applicable law, to:

(i) engage in any business or any other activities other than:

(A) 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;

(B) the enforcement of its rights;

(C) the performance of any acts which are necessary or desirable in connection with (A) or (B) above; and

(D) 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 Security Trustee, are necessary or desirable having regard to the interests of the Noteholders, including without limitation, in order to ensure that the Terms and Conditions are always valid;

(ii) dispose of any assets or any part thereof or interest therein, unless permitted or contemplated in the Transaction Documents or under (i) above;

(iii) incur further indebtedness (other than as contemplated in (i) above);

(iv) create or permit to subsist any mortgage, lien, pledge, security interest or any other encumbrance in respect of any of its properties, revenues or assets (except as hereunder permitted and except as otherwise contemplated in (i) above); or

(v) open new accounts (other than as contemplated in (i) above).

37.2 So long as any part of the Notes remains outstanding, abc SME Lease Germany SA shall not be entitled, without the prior written approval of the Security Trustee (such approval not to be given unless each Rating Agency has been notified in writing of such action) or unless required by applicable law, to:

(i) hold shares in any entity;

(ii) pay dividends or make any other distribution to its shareholders in excess of EUR 1,000 per annum or to acquire obligations or securities of its shareholders;

(iii) have any employees or own any real estate asset;

(iv) consolidate or merge with or into any other person;

(v) materially amend its articles of incorporation; or

(vi) issue new shares or acquire shares,

and the Issuer shall ensure that abc SME Lease Germany SA shall comply with the above-mentioned restrictions.

38. Notices; Counterparts

38.1 Subject to Clause 38.3, all notices under this Trust Agreement shall be made in English by email which shall be confirmed by facsimile or by mail, provided that notices regarding the termination of this Trust Agreement or the resignation of the Security Trustee pursuant to Clause 30 (*Resignation*) which are given by facsimile shall be promptly confirmed by mail.

38.2 Subject to any written notification given fifteen (15) calendar days in advance of any change of address, all notices under this Trust Agreement to the parties set out below shall be sent to the following addresses: (*The following text of Clause 38.2 has been omitted from this Prospectus*).

38.3 All notices to the Noteholders to be given by the Security Trustee under this Trust Agreement 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 thirty (30) calendar days on the following website: www.bourse.lu.

38.4 Any such notice referred to under Clause 38.3 (i) shall be deemed to have been given to all Noteholders on the seventh calendar day after the day on which such notice was delivered to the Clearing Systems. Any notice referred to under Clause 38.3 (ii) shall be deemed to have been given to all Noteholders on the day on which it is made available on the website of the Luxembourg Stock Exchange (www.bourse.lu), *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.

38.5 This Trust Agreement may be executed (including by telefax) in any number of counterparts (*Ausfertigungen*), each of which when so executed shall be deemed to be an original.

39. Severability; Co-ordination

39.1 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 Trust 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.

39.2 The parties hereto mutually agree to take all measures and actions that become necessary under Clause 39.1 or for other reasons for the continued performance of this Trust Agreement.

40. Variations, Remedies and Waivers

40.1 No variation to this Trust Agreement (including to this Clause 40) shall be effective unless it is in writing, unless expressly provided otherwise, and provided that each Rating Agency has been notified in writing of such variation. Waivers of this requirement as to form shall also be made in writing. Any requirement of a written form (*Schriftformerfordernis*) agreed between the parties to this Trust Agreement shall not prevent the parties from making a reference to any other agreement or document which is not attached as such to this Trust Agreement. The Issuer and the Security Trustee shall immediately inform the Rating Agencies in writing of any variation of this Trust Agreement. The Issuer and the Security Trustee agree that no variation, change, amendment, annulment and/or termination of this Trust Agreement shall constitute a novation thereof.

40.2 This Trust Agreement may be amended by the Issuer and the Security Trustee without the consent of the Beneficiaries (but with effect for the Beneficiaries) if such amendments, in the opinion of the Security Trustee, do not significantly adversely affect the interests of the Beneficiaries. The 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.

40.3 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.

40.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or any other Transaction Document.

41. No Liability, No Right to Petition and Limitation on Payments

41.1 No recourse under any obligation, covenant, or agreement of the Issuer contained in this Trust Agreement shall be had against any shareholder, officer, agent or director of the Issuer as such, by the enforcement of any obligation (including, for the avoidance of doubt, any obligation arising from false representations under this Trust Agreement (other than wilful or gross negligent false representations)) or by any proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Trust Agreement is a corporate obligation of the Issuer and no liability shall attach to or be incurred by the shareholders, officers, agents or directors of the Issuer as such, or any of them, under or by reason of any of the obligations, covenants or agreements of such Issuer contained in this Trust Agreement, or implied therefrom, and that any and all personal liability for breaches by the Issuer of any of such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent or director is hereby expressly waived by the other parties hereto as a condition of and consideration for the execution of this Trust Agreement. The aforementioned limitations shall not release or restrict any liabilities that may arise in case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of a shareholder, officer, agent or director.

41.2 The Security Trustee hereby agrees with the Issuer that it shall not (otherwise than as contemplated in any Transaction Security Document):

(a) take any corporate action or other steps or legal proceedings for the winding-up, the liquidation, the bankruptcy, the administration, the examinership, the dissolution or the re-organisation of the Issuer or of abc SME Lease Germany SA or the commencement of Insolvency Proceedings in respect of abc SME Lease Germany SA or for the appointment of a receiver, an administrator, an administrative receiver, an examiner, a trustee in bankruptcy, a liquidator, a sequestor or a similar officer of abc SME Lease Germany SA or of the Issuer or any similar related proceedings, regarding some or all of the revenues and assets of the Issuer; or

(b) (other than through the enforcement of the Note Collateral) have any right to take any steps for the purpose of obtaining payment (including, for the avoidance of doubt, any payment obligation arising from false representations under this Trust Agreement (other than wilful or gross negligent false representations)) of any amounts payable to it under the Transaction Documents by the Issuer and shall not take any steps to recover any debts or liabilities of any nature whatsoever owing to it by the Issuer.

41.3 Notwithstanding any provision contained in any Transaction Security Document to the contrary, the Issuer shall not, and shall not be obligated to, pay any amount pursuant to this Trust Agreement unless the Issuer has received funds which may be used to make such payment in accordance with the Pre-Enforcement Interest Order of Priority set out in Condition 7.7 (*Pre-Enforcement Interest Order of Priority*) of the Terms and Conditions or the Pre-Enforcement Principal Order of Priority set out in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions (as applicable) and after the occurrence of an Issuer Event of Default, the Post-Enforcement Order of Priority set out in Clause 23.2 of this Trust Agreement. Each Party (other than the Issuer and the Security Trustee in its capacity as Beneficiary) hereby acknowledges that it shall not in any event have any recourse to assets of any compartment of abc SME Lease Germany SA other than of Compartment 7. The Security Trustee in its capacity as Beneficiary hereby acknowledges that in the Transaction Documents to which each Beneficiary, is a party, it is stated that such Beneficiary agrees (and the Security Trustee in its capacity as Beneficiary hereby agrees) that any amount paid to it in breach of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority (as applicable) will be re-paid to the Security Trustee. In accordance with the Trust Agreement, the Security Trustee shall then pay out the amount so received in the manner that it was payable in accordance with the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority (as applicable) on the immediately following Payment Date. The Security Trustee in its capacity as Beneficiary hereby acknowledges that the obligations of the Issuer arising hereunder are limited recourse obligations payable solely from the proceeds of the Note Collateral and, following realisation of the Note Collateral upon the occurrence of an Issuer Event of Default and the application of the proceeds thereof in accordance with the Post-Enforcement Order of Priority set out in Clause 23.2 (*Post-Enforcement Order of Priority*) of this Trust Agreement, any claims of any party to this Trust Agreement against the Issuer (and the obligations of the Issuer) will be extinguished.

41.4 The Security Trustee in its capacity as Beneficiary hereby acknowledges that each Beneficiary has, pursuant to the Transaction Documents to which it is party, agreed (and the Security Trustee in its capacity as Beneficiary hereby agrees) that the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority (as applicable) will also be applicable if the claims of such Beneficiary are transferred to a third party by assignment, subrogation into a contract, assumption of contract (*Vertragsübernahme*), novation or otherwise. The Security Trustee in its capacity as Beneficiary hereby further acknowledges that each Beneficiary has, pursuant to the Transaction Documents to which it is party, agreed (and the Security Trustee in its capacity as Beneficiary hereby agrees) that, in relation to any assets of the Issuer, the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority (as applicable) will only apply among the Beneficiaries and the Issuer and that, in respect of third party relationships, the rights of the Beneficiaries will have equal rank to those of third party creditors of the Issuer.

41.5 The Security Trustee in its capacity as Beneficiary hereby acknowledges that each Beneficiary has, pursuant to the Transaction Documents to which it is party, agreed (and the Security Trustee in its capacity as Beneficiary hereby agrees) that it will in no circumstances have any lien, right of retention, right of set-off or similar right in respect of any monies paid or payable to it or assets delivered or deliverable into its custody save for the rights, assignments, transfers, pledges, charges or other security interests granted to the Security Trustee under the Transaction Documents.

41.6 The provisions of this Clause 41 shall survive the termination of this Trust Agreement.

42. Applicable Law; Place of Performance; Jurisdiction; Miscellaneous

42.1 This Trust Agreement (including, without limitation, any non-contractual obligation arising out of it) shall be governed by, and construed in accordance with, the laws of Germany.

42.2 Place of performance for all obligations of all parties is Frankfurt am Main, Germany.

42.3 The courts of Frankfurt am Main, Germany shall have exclusive jurisdiction over disputes arising out of or in connection with this Trust Agreement.

42.4 The restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and any similar restrictions contained in any law of any other country shall not apply to the fullest extent possible under law.

42.5 All parties hereto agree that under each Transaction Document (other than the Corporate Administration Agreement) any obligations or liabilities created, at present or in future, with respect to the Issuer shall only be created in respect of Compartment 7 of abc SME Lease Germany SA and shall not, at present or in future, create any obligations or liabilities in respect of abc SME Lease Germany SA generally or in respect of any Compartment of abc SME Lease Germany SA other than Compartment 7.

43. Entire Agreement

This Trust Agreement constitutes the entire agreement (save in respect of the matters regulated separately in the Security Trustee Fee Letter) and understanding between the parties to the Trust Agreement in relation to the subject matter of this Trust Agreement and cancels and replaces any other agreement or understanding in relation to such other agreement or understanding.

44. Condition Precedent

The parties hereto hereby agree that this Trust Agreement and the rights and obligations hereunder shall only become effective upon fulfilment of the condition precedent (*aufschiebende Bedingung*) that on the Note Issuance Date, the Issuer has issued the Notes.

OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS

Receivables Purchase Agreement

On or prior to the Note Issuance Date, the Issuer will purchase Receivables, together with the Related Collateral, from the Seller in accordance with the Receivables Purchase Agreement. During the Replenishment Period, the Seller may (but is not obliged to) offer to sell to the Issuer Additional Receivables, together with the Related Collateral, in accordance with the Receivables Purchase Agreement for an amount equal to the aggregate Purchase Prices of such Additional Receivables which do not exceed the Replenishment Available Amount. The Issuer will be obliged to acquire Additional Receivables, together with the Related Collateral, for purposes of a Replenishment only to the extent that the obligation to pay the aggregate Purchase Prices for the Additional Receivables, together with the Related Collateral, offered to the Issuer by the Seller for purchase on any Purchase Date can be satisfied by the Issuer (acting through the Cash Administrator) by applying the Available Principal Distribution Amount (as determined by the Master Servicer as of the Cut-Off Date immediately preceding the relevant Purchase Date and acting through the Cash Administrator) in accordance with the Pre-Enforcement Principal Order of Priority. Generally, the aggregate Outstanding Nominal Amounts of the Additional Receivables to be purchased by the Issuer on any Purchase Date may, together with the aggregate Outstanding Nominal Amounts of all Relevant Receivables (other than the Defaulted Receivables) purchased prior to such Purchase Date not exceed the amount of EUR 462,900,000. In the event that, on any Purchase Date, the Replenishment Available Amount exceeds an amount equal to the aggregate Purchase Prices payable by the Issuer to the Seller for the Additional Receivables to be purchased on such Purchase Date, such excess will be credited to the Purchase Shortfall Ledger of the Transaction Account in accordance with the Pre-Enforcement Principal Order of Priority. In the event that, on the Note Issuance Date, the Net Note Proceeds exceed an amount equal to the aggregate Purchase Prices payable by the Issuer to the Seller for certain Receivables to be purchased on the Note Issuance Date, such excess will be credited to the Purchase Shortfall Ledger of the Transaction Account in accordance with the Pre-Enforcement Principal Order of Priority. The amounts (if any) standing to the credit of the Purchase Shortfall Ledger on any Cut-Off Date will form part of the Available Principal Distribution Amount and will be applied, on the Payment Date immediately following such Cut-Off Date, in accordance with the Pre-Enforcement Principal Order of Priority.

To be eligible for sale to the Issuer under the Receivables Purchase Agreement, each Receivable and any part thereof will have to meet the eligibility criteria set out in "DESCRIPTION OF THE POOL — Eligibility Criteria" herein on the Cut-Off Date prior to the date on which such Receivable is to be purchased.

The offer by the Seller for the purchase of Receivables under the Receivables Purchase Agreement must contain certain relevant information for the purpose of identification of the Receivables and the Related Collateral. In the offer, the Seller must represent that certain representations and warranties with respect to the Receivables and the Related Collateral which are the subject of such offer are true and correct on the Purchase Date of such Receivables and Related Collateral.

Upon acceptance, the Issuer will acquire or will purport to acquire in respect of the relevant Lease Agreements unrestricted legal title to any and all outstanding Relevant Receivables arising under such Lease Agreements as from the Cut-Off Date immediately preceding the date of such offer (other than any Lease Instalments which have become due prior to or on the Cut-Off Date immediately preceding the Purchase Date of such Relevant Receivables), together with the Seller's rights, title and interests in the Related Collateral in accordance with the Receivables Purchase Agreement. As a result, the Issuer will obtain the full economic ownership in the Relevant Receivables as from the Cut-Off Date immediately preceding such Purchase Date, including principal and interest (however, excluding any Lease Instalments which have become due prior to or on the Cut-Off Date immediately preceding such Purchase Date) as well as any prepayments rendered by the related Lessee after such Cut-Off Date and prior to such Purchase Date and will be free to transfer or otherwise dispose over (*verfügen*) the Relevant Receivables, subject only to the contractual restrictions provided in the relevant Lease Agreements and the contractual agreements underlying the Related Collateral.

If for any reason title to any Relevant Receivable or Related Collateral is not or will not be transferred to the Issuer, the Seller, without undue delay, will be obliged to take all action necessary to perfect the transfer of title and to indemnify the Issuer against all damage incurred by the Issuer as a result of the failure to transfer.

The sale and assignment of the Receivables pursuant to the 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 Lessee to pay the Relevant Receivables owed by such Lessee.

Pursuant to the Receivables Purchase Agreement, the delivery (*Übergabe*) necessary to effect the transfer of title in respect of the Lease Objects and other moveable Related Collateral is replaced by the Seller's assignment to the Issuer of all claims, present or future, to request transfer of possession (*Abtretung aller Herausgabeansprüche gemäß § 931 German Civil Code*) thereof from the relevant third parties holding such possession. In addition, where the Seller holds direct possession of any of the Lease Objects and other moveable Related Collateral, the Issuer will be granted constructive possession (*mittelbarer Besitz*) by the Seller in respect thereof.

Purchase Price

The purchase price for an individual Receivable will be equal to the product of "A" and "B", whereby "A" equals aggregate of the outstanding Lease Instalments as of the Cut-Off Date immediately preceding the Purchase Date of such Receivable (excluding, for the avoidance of doubt, the Excluded Portions but including (i) any Lease Instalments which fall due and are payable prior to such Purchase Date and after such Cut-Off Date (exclusive) and (ii) any prepayments rendered by the related Lessee after such Cut-Off Date (exclusive) and prior to such Purchase Date) disclosed in the respective lease certificate attached to the underlying Lease Agreement discounted by the Leasing Interest Rate as of the first Receivables Due Date immediately following the Cut-Off Date prior to such Purchase Date; and "B", in respect of the Note Issuance Date only, equals the Net Note Proceeds divided by the Aggregate Outstanding Nominal Amount as of the Note Issuance Date and in respect of any other Purchase Date during the Replenishment Period, equals 1 (each, a "**Purchase Price**"). Upon acceptance of any offer on any Purchase Date during the Replenishment Period, the Issuer will pay to the Seller the aggregate Purchase Prices with respect to all Additional Receivables, together with the Related Collateral, which are the subject of the offer by the Seller with respect to such Purchase Date in accordance with the Receivables Purchase Agreement.

Deemed Collections

If certain events (see the definition of Deemed Collection in "CERTAIN DEFINITIONS – Deemed Collection") occur with respect to a Relevant Receivable, the Seller will be deemed to have repurchased such Relevant Receivable (or the affected portion thereof). To this end, the Seller will undertake to pay to the Issuer Deemed Collections in the amount of the Outstanding Nominal Amount of the affected portion of the Relevant Receivable. Upon receipt thereof, such Relevant Receivable (or the affected portion thereof) and the relevant Related Collateral (unless it is extinguished) will be automatically and immediately re-assigned to the Seller by the Issuer on a non-recourse or guarantee basis on the part of the Issuer. The costs of such assignment will be solely borne by the Seller.

Similarly, the risk that the amount owed by a Lessee 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 Relevant Receivable which was treated as a Disputed Receivable is *res judicata* (*rechtskräftig festgestellt*) found to be enforceable without any set-off, counterclaim, encumbrance or objection (*Einrede and/or Einwendung*), the Seller may request the Issuer to repay any Deemed Collection received in relation to such Relevant Receivable and such repayment will not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority. In such case, the Seller will re-assign such Relevant Receivable and the Related Collateral to the Issuer pursuant to the Receivables Purchase Agreement.

All Deemed Collections will be held by the Seller on trust (*treuhänderisch*) in the name and for the account of the Issuer until payment is made to the Transaction Account on the next Direct Payments Transfer Date following the date on which the Master Servicer has received from the Seller an amount equal to the relevant Deemed Collection, provided that such Deemed Collection is received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date.

The Seller does not consider the above-mentioned repurchases and reassignments of Relevant Receivables in respect of which Deemed Collections will be paid by the Seller to constitute active portfolio management as referred to in Article 20(7) of the Securitisation Regulation and clarified in items 15 and 16 of the Non-ABCP STS Guidelines. The Seller will undertake under the Receivables Purchase Agreement not to repurchase any Relevant Receivables from the Issuer or enter into any transaction relating to any Relevant Receivables where such would constitute active portfolio management pursuant to the Securitisation Regulation Rules, together with all regulatory technical standards and implementing technical standards.

Retransfer of Written-Off Receivables

If a Defaulted Receivable which becomes a Written-Off Receivable, such Written-Off Receivable will, together with the Related Collateral, be automatically and simultaneously (i) released by the Security Trustee and re-assigned or re-transferred to the Issuer in accordance with the provisions of the Trust Agreement and (ii) re-assigned or re-transferred from the Issuer to the Lessor which originated such Written-Off Receivable in accordance with the provisions of the Receivables Purchase Agreement. The forfaiting of such Written-Off Receivable by such Lessor to the Seller under the related Forfaiting Framework Agreement will be automatically and simultaneously terminated.

Should any amounts be received in respect of any such re-assigned Written-Off Receivable and the Related Collateral and such amounts be credited to the Transaction Account, such amounts will be forwarded to the related Lessor in accordance with the Cash Administration Agreement and such retransfer will not be subject to any order of priority.

Use of Related Collateral

The Issuer will agree to make use of any Related Collateral only in accordance with the provisions underlying such Related Collateral and the related Lease Agreement. In particular, the security interest in the Lease Objects will secure the existence and validity of the Relevant Receivables (*Bestands- und Veritätshaftung*) but not the ability of the Lessees to make payments owed under the Lease Agreement. Hence with respect to the underlying Relevant Receivable, the Related Collateral will serve as security (i) with respect to any Lease Objects for the fulfilment of the Seller's obligations under the Receivables Purchase Agreement and under the Data Trust Agreement and of the Master Servicer's obligations under the Servicing Agreement, and (ii) with respect to any Related Collateral (other than Lease Objects), for the fulfilment of the respective Lessee's obligations, but only insofar as such Related Collateral was granted by the respective Lessee or a third party as security for the payment of the Relevant Receivables.

Conditional upon the payment of all Lease Instalments and all other amounts due with regard to a Relevant Receivable, the Issuer will re-assign and re-transfer the respective Related Collateral to the Seller.

Taxes and Increased Costs

Pursuant to the Receivables Purchase Agreement, the Seller will pay any stamp duty, registration and other similar taxes to which the Receivables Purchase Agreement or any other Transaction Document or any judgement given in connection therewith may be subject at any time after the Note Issuance Date.

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 Luxembourg law or any other applicable law) due to the Issuer having entered into the Receivables Purchase Agreement or the Issuer and such other relevant parties having entered into the other Transaction Documents or other agreements relating to the financing or refinancing of the acquisition by the Issuer of the Receivables and the Related Collateral in accordance with the 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 (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of the Issuer.

All payments to be made by the Seller to the Issuer pursuant to the 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. Any such payment will not be subject to any of the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority and the Post-Enforcement Order of Priority.

Notification of Assignment

The Lessees will only be notified by the Seller in respect of the assignments and transfer (as applicable) of the Relevant Receivables and Related Collateral from the Lessors to the Seller and from the Seller to the Issuer, respectively, upon request by the Issuer. Such request may be made by the Issuer at any time, in particular but without limitation, upon the occurrence of a Master Servicer Termination Event. In addition, the Issuer will be entitled to notify the Lessees itself at any time, in particular, but without limitation, upon the occurrence of a Master Servicer Termination Event.

Resale and Retransfer of Relevant Receivables

If either (i) the Aggregate Outstanding Nominal Amount, net of the aggregate Outstanding Nominal Amounts of the Defaulted Receivables, in each case, as of the Cut-Off Date prior to any Payment Date is less than 15 % of the Aggregate Outstanding Nominal Amount, as of the Cut-Off Date prior to the last Payment Date during the Replenishment Period, or (ii) all Notes held by Noteholders which are neither the Seller nor any Affiliate of the Seller have been fully redeemed, and if certain preconditions set out in the Receivables Purchase Agreement and Condition 7.5 (*Early Redemption*) of the Terms and Conditions are satisfied, the Seller may demand from the Issuer the resale of all outstanding Relevant Receivables together with the Related Collateral.

Such resale and retransfer would be at the cost of the Seller, occur on a Payment Date agreed upon by the Seller as repurchase date, and coincide with the early redemption of the Notes. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Early Redemption". The Seller may not demand any partial resale of Relevant Receivables. Such resale and retransfer would be for a repurchase price in an amount equal to the then current value of all the then outstanding Relevant Receivables and without any recourse against, or warranty or guarantee of, the Issuer. The repurchase and early redemption of the transaction will not be permitted if the repurchase price determined by the Seller is not sufficient to fully satisfy the obligations of the Issuer under the Notes and the Issuer's obligations ranking senior than the Notes in the Pre-Enforcement Interest Order of Priority set out in Condition 7.7 (*Pre-Enforcement Interest Order of Priority*) of the Terms and Conditions and in the Pre-Enforcement Principal Order of Priority set out in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions. The Issuer will retransfer the Relevant Receivables (together with any Related 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 Master Servicer under the Receivables Purchase Agreement, the Servicing Agreement or the Data Trust Agreement, respectively.

Servicing Agreement

Pursuant to the Servicing Agreement between the Master Servicer, the Seller, the Issuer and the Security Trustee, the Master Servicer has the right and duty to administer the Relevant Receivables and the Related Collateral, collect and, if necessary, enforce the Relevant Receivables and foreclose on the Related Collateral and pay all proceeds to the Issuer.

Master Servicer's Duties

The Master Servicer acts as agent (*Beauftragter*) of the Issuer under the Servicing Agreement. The duties of the Master Servicer include the assumption of servicing, collection, administrative and enforcement tasks and specific duties set out in the Servicing Agreement (the "**Services**").

Under the Servicing Agreement, the Master Servicer will, *inter alia*:

(a) give, or procure that any Sub-Servicer will give, each Self-Payment Collection Account Bank directions with respect to the Self-Payment Collection Accounts, transfers and payments to be made under the Servicing Agreement;

(b) endeavour at its own expense to recover amounts due from the Lessees in accordance with the Credit and Collection Policies, see "CREDIT AND COLLECTION POLICIES", whereby measures to enforce due amounts are to be taken within the framework of customary business practices. The Issuer will assist the

Master Servicer (and at the request of the Master Servicer, any Sub-Servicer appointed by the Master Servicer in accordance with the Servicing Agreement) in exercising all rights and legal remedies from and in relation to the collection of the Relevant Receivables and the Related Collateral, as is reasonably necessary. The Master Servicer will reimburse the Issuer for any necessary costs and expenses incurred in this regard;

(c) procure that each Sub-Servicer endeavours at its own expense to recover amounts due from the relevant Lessees in accordance with the Credit and Collection Policies, see "CREDIT AND COLLECTION POLICIES", whereby measures to enforce due amounts are to be taken within the framework of customary business practices;

(d) keep and maintain Records, or procure that each Sub-Servicer will keep and maintain, account books and documents in relation to the Relevant Receivables and the Related Collateral in electronic or paper form and will identify, or procure that each Sub-Servicer will identify, such Records, account books and documents with contract numbers in order to distinguish them from all other records, account books and documents relating to other receivables managed by the Master Servicer;

(e) keep and maintain, or procure that each Sub-Servicer will keep and maintain, Records of the Collections received in the form of recoveries in respect of Defaulted Receivables originated by such Sub-Servicer in its capacity as Lessor and received prior to or on the immediately preceding Cut-Off Date and provide such updated information by way of Investor Report to the Cash Administrator prior to or on the Direct Payments Transfer Date preceding each Payment Date;

(f) keep, or procure that each Sub-Servicer will keep, records for taxation purposes, including for the purposes of value added tax;

(g) hold, or procure that each Sub-Servicer will hold, all Records relating to Relevant Receivables and the Related Collateral in its possession on trust (*treuhänderisch*) for, and on behalf of the Issuer;

(h) assist, or procure that each Sub-Servicer will assist, the Issuer in discharging any Related Collateral in respect of any Relevant Receivables which have been repaid;

(i) assist, and procure that each Sub-Servicer will assist, the Issuer's auditors and provide information to them upon request;

(j) notify the respective Available Interest Distribution Amount (including any drawings from the Liquidity Reserve Fund and the Commingling Reserve Fund, respectively) and the respective Available Principal Distribution Amount to the Issuer and the Cash Administrator in writing, with a copy to the Security Trustee and the Principal Paying Agent not later than on the Reporting Date immediately preceding each Payment Date;

(k) with respect to any Purchase Date, upon receipt of the relevant Offer pursuant to the Receivables Purchase Agreement assist the Issuer in assessing whether the conditions set out in the Receivables Purchase Agreement are satisfied with respect to such Offer;

(l) notify the Cash Administrator to make any necessary drawings from the balance on the Transaction Account on any Business Day in order to pay any tax liabilities of the Issuer (as notified to the Cash Administrator by the Master Servicer or the Issuer) in accordance with the Pre-Enforcement Interest Order of Priority or the Post-Enforcement Order of Priority (as applicable);

(m) notify the Cash Administrator on any Purchase Date during the Replenishment Period to apply the relevant Available Principal Distribution Amount up to an amount equal to the Replenishment Available Amount to item *first* of the Pre-Enforcement Principal Order of Priority for the acquisition of certain Additional Receivables, together with the Related Collateral;

(n) notify the Cash Administrator to arrange for the payment of an amount equal to the aggregate Purchase Prices to be made by the Issuer for the purchase of the Additional Receivables on any Purchase Date during the Replenishment Period in accordance with the terms of the Receivables Purchase Agreement and the Pre-Enforcement Interest Order of Priority;

(o) prior to the full redemption of the Notes, calculate prior to each Reporting Date the Required Liquidity Reserve Amount as of the Cut-Off Date immediately preceding the Payment Date following such Reporting Date and notify the Cash Administrator and the Issuer thereof prior to or on such Reporting Date in writing;

(p) prior to the full redemption of the Class A Notes and the Class B Notes, determine prior to each Reporting Date whether a Self-Payment Lessee Deemed Collection Event has occurred as of the Cut-Off Date immediately preceding such Reporting Date and immediately preceding each Payment Date;

(q) calculate prior to each Reporting Date each payment to be made to each creditor of the Issuer and with respect to the holders of any Class of Notes, the aggregate amount of payments due to all Noteholders of such Class, in each case, in accordance with the Pre-Enforcement Interest Order of Priority, the Pre-Enforcement Principal Order of Priority or the Post-Enforcement Order of Priority (as applicable) as of the Cut-Off Date immediately preceding each Payment Date or Business Day (as applicable), using the relevant Available Interest Distribution Amount, the relevant Available Principal Distribution Amount or the relevant Credit (as applicable) and notify and the Issuer and the Cash Administrator (or the Security Trustee, in the case of the Credit) thereof not later than 6 p.m. (Cologne time) on the Reporting Date immediately preceding the relevant Payment Date in writing, with a copy to the Principal Paying Agent;

(r) prior to the full redemption of the Class A Notes and the Class B Notes, (A) notify the Issuer, the Principal Paying Agent, the Cash Administrator and the Security Trustee on each Reporting Date (i) of the occurrence of a Commingling Reserve Event on any Collection Payment Date and (ii) of the amount of Commingling Shortfall Collections due to such Commingling Reserve Event and the extent to which such Commingling Shortfall Collections would have constituted Interest Income or would have constituted Principal Income and (B) notify the Cash Administrator to make drawings on the Payment Date immediately following such Reporting Date from the Commingling Reserve Fund to cover such shortfall (but only in the event that a Commingling Reserve Fund Subordinated Loan is made pursuant to the Subordinated Loan Facility granted under the Subordinated Loan Agreement) and apply such drawings to the Available Interest Distribution Amount and the Available Principal Distribution Amount, respectively prior to the occurrence of an Issuer Event of Default or, to the Credit after the occurrence of an Issuer Event of Default;

(s) assist the Issuer in discharging its obligations pursuant to the Regulation (EC) No 1075/2013 of the European Central Bank of 18 October 2013 concerning statistics on the assets and liabilities of financed vehicle corporations engaged in securitisation transactions (ECB/2013/40);

(t) upon request of the Issuer, use its best efforts to make loan level details available in such manner to the Issuer, substantially in the form of the loan level report and as may be required in the future to comply with the Eurosystem eligibility criteria set out in the Guideline of the European Central Bank on monetary policy instruments and procedures of the Eurosystem (ECB/2011/14), recast, as amended from time to time, subject to applicable data protection laws; and

(u) for the purposes of the Securitisation Regulation, act as designated entity responsible for the reporting of information required under Article 7 of the Securitisation Regulation and undertake all the disclosure obligations imposed on the sponsor, securitisation special purpose entities and originator under Article 7 of the Securitisation Regulation, subject always to any requirement of law, including without limitation, as specified in Clause 6 (6) (b) and (c) of the Subscription Agreement and Clause 7.5 of the Servicing Agreement.

In the event of a Deemed Collection, the Master Servicer will immediately collect from the Seller an amount equal to the Deemed Collection and remit such amount to the Transaction Account on the next Direct Payments Transfer Date, provided that such Deemed Collection is received prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date.

The Master Servicer will administer the Pool in accordance with its respective standard procedures, set out in its collection policies for the administration and enforcement of its own lease receivables and related collateral, subject to the provisions of the Servicing Agreement. In the administration and servicing of the Pool, the Master Servicer will exercise the due care and diligence of a prudent business manager (*Sorgfalt eines ordentlichen Kaufmannes*) as if it was administering receivables on its own behalf. The Master Servicer will ensure that it has all required licences, approvals, registrations, authorisations and consents which are necessary or desirable for the performance of its duties under the Servicing Agreement.

Use of Third Parties

The Master Servicer may delegate and sub-contract its duties under the Servicing Agreement at its own costs to a third party, provided that such third party acts as a vicarious agent (*Erfüllungsgehilfe*) of the Master Servicer in accordance with Section 278 of the German Civil Code and that such third party has all licences and holds all registrations and authorisations required for the performance of the servicing delegated to it, in particular any registrations required under the German Legal Services Act (*Rechtsdienstleistungsgesetz*) and both the Master Servicer and the Security Trustee have given their prior written consent. The Security Trustee may, without prejudice to its duty of care pursuant to the Trust Agreement and in particular, without limitation, subject to its duty to act in a timely manner, notify each Rating Agency of such delegation on such sub-contraction. Such prior written consent and notification is not required with respect to a delegation and sub-contracting of the aforementioned duties to any Lessor. However, in doing so, the Master Servicer continues to bear full liability for the performance of its obligations under the Servicing Agreement. The Master Servicer will enter into any necessary arrangements with such third party so as to ensure compliance with its obligations to the Issuer, in particular with respect to confidentiality. The Master Servicer will promptly notify the Rating Agencies of any such delegation or sub-contracting (other than the delegation and sub-contracting to the agents explicitly mentioned above).

Reimbursement of Enforcement Expenses; Remuneration

The Master Servicer will not be paid an annual fee. The Master Servicer will not have any additional recourse or indemnity claim or payment claim against the Issuer in relation to any costs, expenses or charges relating to the servicing and enforcement of the Relevant Receivables and Related Collateral and/or the rights and remedies of the Issuer and the other Services under the Servicing Agreement as well as, for the avoidance of doubt, any costs incurred by the appointment of, or the collection of the Relevant Receivables or Related Collateral through, agents in accordance with the Servicing Agreement.

Cash Collection Arrangements

The Lessees will only receive notice of the sale and transfer of the Pool from the Lessors to the Seller and from the Seller to the Issuer, respectively, if the Issuer requests such notification to be made. The Issuer may make such notification request at any time, including, without limitation, if a Master Servicer Termination Event has occurred (see "— Receivables Purchase Agreement — Notification of Assignment"). The Seller expects that each Lessee will continue to make all payments as provided in the relevant Lease Agreement between such Lessee and the Lessor which originated such Receivable and will thereby obtain a valid discharge of its respective payment obligations.

Under the terms of the Servicing Agreement, with respect to Relevant Receivables in relation to which the respective Lessees have agreed to direct debiting, the Master Servicer will ensure that all payments are directly rendered to the Lessor Collection Account of the Lessor which originated such Receivables. After receipt thereof on the Lessor Collection Account, such Collections will be transferred by the Sub-Servicer 1, acting on behalf of the Lessors, to the Transaction Account on the next Collection Payment Date if received prior to or on the Cut-Off Date immediately preceding such Collection Payment Date. Pursuant to Servicing Agreement, the Sub-Servicer 1 will transfer from the Lessor Collection Accounts to the Transaction Account an aggregate amount of at least 80 % of the Collections scheduled to be received in a Reporting Period on the Lessor Collection Accounts, or, if such Collections have not yet been actually received on the Lessor Collection Accounts of any Lessor but such Lessor assumes, based on information available to it, that such scheduled Collections will be received within such Reporting Period, forward an advance in such amount (in each case, a "**Collection Advance**") from the related Lessor to the Transaction Account prior to or on the second Business Day after the Cut-Off Date on which such Reporting Period commences. Such transfer will not be subject to any order of priority. The Master Servicer will notify each of the Issuer and the Cash Administrator in writing (including, without limitation, by email) if and to the extent the Collections corresponding to a Collection Advance transferred to the Transaction Account were not actually received on any Lessor Collection Account at any time during such Reporting Period and of the amount of such shortfall due to any Lessor and the Cash Administrator will retransfer to each Lessor an amount equal to the related shortfall on the immediately following Payment Date and such retransfer will not be subject to any order of priority. With respect to all other Relevant Receivables in relation to which the respective Lessees have not agreed to direct debiting (*Eigenzahler*), the Master Servicer will ensure that each Sub-Servicer, which, in its capacity as Lessor, receives such Collections on any Self-Payment Collection Account of such Lessor, holds such Collections received on trust (*treuhänderisch*) for the Issuer until such Collections are debited by the Master Servicer. The Master Servicer undertakes to hold such Collections on any Self-Payment Collection Account of the Seller on trust (*treuhänderisch*) for the Issuer and transfer such Collections to the Transaction Account on the next Direct Payments Transfer Date if the Collections are received by such Lessor prior to or on the Cut-Off Date immediately preceding such Direct Payments Transfer Date. Until such transfer, the Master Servicer will hold the Collections received on any Self-Payment Collection Account 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.

Under the Servicing Agreement, each of the Lessors (other than abcfinance GmbH) appoints and authorises abcfinance GmbH to undertake on its behalf all transfers of Collections from any Lessor Collection Account held by it to the Transaction Account in accordance with the Servicing Agreement.

Certain cash administration services by Master Servicer

Prior to the occurrence of an Issuer Event of Default, the Master Servicer will determine prior to each Reporting Date (i) the Available Interest Distribution Amount and the Available Principal Distribution Amount, in each case, as of the Cut-Off Date immediately preceding each Payment Date with respect to the Reporting Period ending on such Cut-Off Date, and (ii) any amounts for payment to the creditors of the Issuer, including without limitation, the Noteholders pursuant to the Pre-Enforcement Principal Order of Priority set out in Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions and the Pre-Enforcement Interest Order of Priority set out in Condition 7.7 (*Pre-Enforcement Interest Order of Priority*), respectively, and in each case, will notify the Cash Administrator thereof in writing prior to or on such Reporting Date. The Master Servicer will determine the Required Liquidity Reserve Amount as of the Cut-Off Date immediately preceding any Payment Date and notify the Cash Administrator, the Subordinated Loan Provider and the Issuer thereof prior to or on the Reporting Date immediately preceding such Payment Date.

Information and Regular Reporting

The Master Servicer will keep computer-readable or other records regarding each Relevant Receivable. The Master Servicer will keep such records so that they are easily distinguishable from records relating to other receivables to which the Master Servicer itself is entitled or which it manages. The Master Servicer will notify to the Issuer, the Security Trustee and the Rating Agencies any material change in its administrative or operating procedures relating to the keeping and maintaining of records. Any such material change requires the prior written consent of the Issuer and of the Security Trustee.

The Servicing Agreement requires the Master Servicer to furnish on the Reporting Date prior to each Payment Date an Investor Report to the Issuer, the Security Trustee, the Seller, the Principal Paying Agent and the Cash Administrator. Each Investor Report will include updated stratification tables of the Pool, calculated with respect to the Cut-Off Date immediately preceding the relevant Payment Date and set out in detail, on an aggregate basis, the state of repayment and amounts outstanding on the Relevant Receivables, measures being taken to collect any overdue payments as well as details regarding all foreclosure proceedings in respect of any Related Collateral and the status, development and timing of such proceedings. The first Investor Report issued by the Master Servicer will additionally disclose the amount of Notes retained by the Seller. In relation to any amount of Notes initially retained by the Seller but subsequently placed with investors other than the Seller such circumstance will be disclosed (to the extent legally permitted) in the next Investor Report following such out-placing. Each Investor Report will include the calculation of amounts payable under Condition 7.7 (*Pre-Enforcement Interest Order of Priority*) and Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*), in each case calculated with respect to the Cut-Off Date immediately preceding the relevant Payment Date. The Master Servicer will, upon request, provide the Issuer with all additional information concerning the Relevant Receivables and the Related 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. The Master Servicer will also make each Investor Report publicly available to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and to potential investors no later than two (2) Business Days prior to each Payment Date on the website of European Data Warehouse (www.eurodw.eu) as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation. Such website will comply with the requirements set out in Article 7(2) of the Securitisation Regulation.

In addition, the Master Servicer undertakes in the Servicing Agreement to provide all information as the Issuer is required to make available pursuant to and in compliance with the disclosure requirements set out in Articles 7 and the related regulatory technical standards to be adopted by the European Commission, and prior to their adoption, Annexes I to VIII of Delegated Regulation (EU) 2015/3 in accordance with Article 43(8) of the Securitisation Regulation (the "**Securitisation Regulation Disclosure Requirements**") and will make such information publicly available to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and to potential investors on the same website of European Data Warehouse (www.eurodw.eu) as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation.

If a securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation, the Master Servicer will make the Investor Reports and above-mentioned additional information available to such securitisation repository and the website of European Data Warehouse (www.eurodw.eu) will then cross-refer to such securitisation repository.

The Master Servicer will act as designated entity responsible for the reporting of information required under Article 7 of the Securitisation Regulation and undertake all the disclosure obligations imposed on the sponsor, securitisation special purpose entities and originator under Article 7 of the Securitisation Regulation, subject always to any requirement of law.

Termination of Lease Agreements and Enforcement

If a Lessee defaults on a Relevant Receivable, the Master Servicer will proceed in accordance with Credit and Collection Policies. The Master Servicer will abide by the enforcement and realisation procedures as set out in the Receivables Purchase Agreement and Servicing Agreement. If the Related Collateral is to be enforced, the Master Servicer will take such measures as it deems necessary in its professional discretion to realise the Related Collateral.

According to the Credit and Collection Policies, the Master Servicer will be entitled but not obliged to procure the termination of any Lease Agreement by the Lessor which is party thereto (i) after the relevant Lessee failed to pay two consecutive Lease Instalments when due, in whole or in part, or (ii) if the Master Servicer has obtained knowledge that insolvency proceedings or similar proceedings have been instituted against the relevant Lessee.

Pursuant to the Servicing Agreement, the Master Servicer will pay the portion of the enforcement proceeds to the Issuer which is equal to the amount of the Outstanding Nominal Amount of the respective Relevant Receivable and any damages, compensation or accessory claims in accordance with the Receivables Purchase Agreement to the extent that the security purpose of such Related Collateral covers such full Outstanding Nominal Amount and such claims.

Termination of the appointment of the Master Servicer under the Servicing Agreement

Pursuant to the Servicing Agreement, the Issuer may at any time terminate the appointment of the Master Servicer and appoint a substitute servicer (including itself) if a Master Servicer Termination Event has occurred. Each of the following constitutes a "**Master Servicer Termination Event**":

1. The Seller or the Master Servicer fails to make a payment due under the Servicing Agreement at the latest on the fifth (5^{th}) 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.

2. Following a demand for performance the Seller or the Master Servicer fails within five (5) Business Days to perform any of its material (as determined by the Issuer) obligations (other than those referred to in item 1 above) owed to the Issuer under the Servicing Agreement.

3. Any of the representations and warranties made by the Seller or the Master Servicer with respect to or under the Servicing Agreement or any report prepared by the Master Servicer or information transmitted is materially false or incorrect.

4. The Seller or the Master Servicer is in breach of any of the covenants set out in the Servicing Agreement and such breach is not remedied after its occurrence within (i) five (5) Business Days where such breach relates

to a failure of payment or (ii) ten (10) Business Days where such breach relates to a failure of performance of any of the covenants set out in the Servicing Agreement (other than payment).

5. Any licence, registration or authorisation of the Seller or the Master Servicer required with respect to the Servicing Agreement and the Services to be performed by the Seller or the Master Servicer under the Servicing Agreement is revoked, restricted or made subject to any conditions.

6. The Seller or the Master Servicer (acting on behalf of and in the name of the Seller) fails to collect Relevant Receivables or Related Collateral pursuant to the Servicing Agreement or is no longer entitled or capable to collect such Relevant Receivables and the Related Collateral for practical or legal reasons.

7. There are valid reasons for the Issuer to assume that the fulfilment of material duties and material obligations under the Servicing Agreement or under the Lease Agreements or Related Collateral on the part of the Seller or the Master Servicer appear to be impeded and the Seller or the Master Servicer, after having been notified thereof by the Issuer, has failed to negate such assumption on the part of the Issuer within ten (10) Business Days after having been notified.

8. A material adverse change in the business or financial conditions of the Seller or the Master Servicer has occurred which materially affects its ability to perform its obligations under the Servicing Agreement.

9. The Seller, the Master Servicer, any Lessor or any Sub-Servicer is either Insolvent or the Seller, the Master Servicer, any Lessor or any Sub-Servicer intends to commence Insolvency Proceedings (including preliminary Insolvency Proceedings) or is subject to Insolvency Proceedings (including preliminary Insolvency Proceedings) or if any measures under Section 21 of the German Insolvency Code are taken in respect of the Seller, the Master Servicer, any Lessor or any Sub-Servicer For the avoidance of doubt, any restructuring, reorganisation or merger of the Seller, the Master Servicer, any Lessor or any Sub-Servicer of any reason not related to the above-mentioned events shall not constitute a Master Servicer Termination Event.

10. The commencement of negotiations concerning the conclusion of a standstill agreement (*Stillhaltevereinbarung*) have commenced in respect of the Seller or the Master Servicer or a standstill agreement in respect of the Seller or the Master Servicer has been concluded.

11. The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) takes any measures according to Sections 45 – 48 of the German Banking Act (*Kreditwesengesetz*) against the Seller or the Master Servicer.

12. The Master Servicer has provided each of the German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 24, paragraph (1), number 4 of the German Banking Act (*Kreditwesengesetz*),

13. The Master Servicer has provided the German Federal Bank (*Deutsche Bundesbank*) with a written notice in accordance with Section 11 of the German Banking Act in connection with Sections 2 and 11 of the German Liquidity Regulation (*Liquiditätsverordnung*) stating that its liquidity coverage ratio (*Liquiditätsdeckungskennzahl*) as calculated in accordance with the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements is less than 80 % as from 1 January 2017 (inclusive) and less than 100 % as from 1 January 2018.

14. The Common Equity Tier 1 capital ratio (*harte Kernkapitalquote*and where "Common Equity Tier 1" is defined in Article 26 of Regulation 2013/575/EU) of the Master Servicer, as determined in the context of its quarterly reporting to the German Federal Bank (*Deutsche Bundesbank*), becomes a percentage which is equal to or less than 4.5 per cent., provided that such Common Equity Tier 1 capital ratio of the Master Servicer has not been raised back to a percentage level equal to or above such percentage threshold within a period of thirty (30) calendar days following such determination.

Pursuant to the Servicing Agreement, the appointment of the Master Servicer is automatically terminated with respect to its responsibility to collect the Collections (including receipt of any direct debits and to enforce any Related Collateral) in the event that the Master Servicer is either Insolvent or the Master Servicer intends to commence Insolvency Proceedings (including preliminary Insolvency Proceedings) or is subject to Insolvency Proceedings (including preliminary Insolvency Proceedings).

The Master Servicer is only entitled to resign as Master Servicer under the Servicing Agreement for good cause (*aus wichtigem Grund*).

Upon the termination of the appointment of the Master Servicer, the Master Servicer will be obliged to deliver to the Back-Up Servicer, any substitute servicer appointed by the Issuer, or as the Issuer will direct, any records in its possession or under its control which relate to the affairs of the Issuer and the Relevant Receivables and Related Collateral as well as all monies which the Master Servicer holds for the Issuer. The Master Servicer must undertake any additional actions which the Issuer reasonably requests, including, without limitation, any request to ensure the transfer of licences and the issuance of sub-licences related to the intellectual property of the Master Servicer, provided such actions are necessary so that the Master Services pursuant to the Servicing Agreement can be performed by the Back-Up Servicer or a substitute servicer. Any termination of the appointment of the Master Servicer or of a substitute servicer will be notified by the Issuer to the Rating Agencies, the Corporate Administrator, the Back-Up Servicer, the Seller, each Sub-Servicer, the Cash Administrator, the Principal Paying Agent (which will notify each Noteholders in accordance with the Terms and Conditions), the Data Trustee and the Security Trustee. The notification to the Data Trustee will also specify to which person the decryption keys are to be provided in accordance with the provisions of the Data Trust Agreement.

Back-Up Servicing Agreement

The Issuer, the Security Trustee and the Back-Up Servicer have entered into the Back-Up Servicing Agreement pursuant to which the Back-Up Servicer will administer, collect and enforce the Relevant Receivables and the Related Collateral after the Back-Up Servicer Active Date and prior thereto, after the Back-Up Servicer Standby Period Activation Date, undertake certain standby services which will enable it to assume the above-mentioned services after the Back-Up Servicer Active Date in accordance with the Back-Up Servicing Agreement. If a Back-Up Servicer Standby Period Deactivation Date occurs prior to the occurrence of the Back-Up Servicer Effective Date, then the Back-Up Servicer will cease to undertake such standby services.

Subordinated Loan Agreement

Pursuant to the Subordinated Loan Agreement, a committed credit facility will be made available to the Issuer by the Subordinated Loan Provider as of the Note Issuance Date, pursuant to which one Subordinated Loan will be granted to the Issuer on the Note Issuance Date: the Liquidity Reserve Fund Subordinated Loan in an initial principal amount in EUR 1,500,000 and utilised for the purpose of establishing the Liquidity Reserve Fund.

The Subordinated Loan Provider in its sole discretion, has the option, but not the obligation, to grant a Commingling Reserve Fund Subordinated Loan pursuant to the subordinated loan facility under the Subordinated Loan Agreement to be utilised for the purpose of establishing the Commingling Reserve Fund on any Payment Date after the Note Issuance Date. The initial principal amount of such Commingling Reserve Fund Subordinate Loan will be determined by the Subordinated Loan Provider in its sole discretion and communicated to each of the Cash Administrator, the Master Servicer, the Security Trustee and the Issuer. The Subordinated Loan Provider is not obliged under any circumstances to grant a Commingling Reserve Fund Subordinated Loan to the Issuer on any Payment Date after the Note Issuance Date under the Subordinated Loan Agreement. It is not expected that the Subordinated Loan Provider will grant such Commingling Reserve Fund Subordinated Loan throughout the life of the Notes.

The Subordinated Loan Provider agrees in the Subordinated Loan Agreement for the benefit of the Seller not to have recourse against the Seller for any non-repayment of principal or any non-payment of interest in respect of the Subordinated Loans provided pursuant to the Subordinated Loan Agreement where such non-repayment is caused by any Relevant Receivables having become Defaulted Receivables or the limited amount of funds available to the Issuer.

Pursuant to the Subordinated Loan Agreement, the Issuer will be under no obligation to pay any amounts (including any interest due and payable in respect of the Subordinated Loans) under the Subordinated Loans unless the Issuer has received funds which may be used to make such payment and such payments shall, if applicable, be in accordance with the Pre-Enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority, respectively, or, upon the occurrence of an Issuer Event of Default, the Post-Enforcement Order of Priority. The

Subordinated Loan Provider also agrees in the Subordinated Loan Agreement not to take any corporate action or any legal proceedings regarding some or all of the Issuer's revenues or assets, and not to have any right to take any steps for the purpose of obtaining payment of any amounts payable to it under the Subordinated Loan Agreement by the Issuer.

Prior to the occurrence of an Issuer Event of Default, interest in respect of the Subordinated Loans will be payable by the Issuer monthly in arrears on each Payment Date in accordance with the Pre-Enforcement Interest Order of Priority. The principal amounts outstanding and unpaid on the Subordinated Loans will be repaid by the Issuer on each Payment Date in accordance with the Pre-Enforcement Principal Order of Priority. Following the occurrence of an Issuer Event of Default, interest in respect of the Subordinated Loans and principal amounts outstanding and unpaid on the Subordinated Loans will be paid by the Issuer in accordance with the Post-Enforcement Order of Priority.

Data Trust Agreement

Pursuant to the Data Trust Agreement the Data Trustee will keep decryption keys (any updated decryption keys will be sent by the Master Servicer to the Data Trustee at latest on each Payment Date) pursuant to which encrypted personal data including, *inter alia*, the names and addresses of the Lessees under the Relevant Receivables and of any third party which has provided security and which forms part of the Related Collateral, on data lists delivered by the Seller to Issuer in accordance with the Data Trust Agreement and the Receivables Purchase Agreement can be decrypted. The Data Trustee will release the decryption keys to the Back-Up Servicer, any substitute servicer or the Security Trustee if, *inter alia*, (i) this is necessary for the Back-Up Servicer, such substitute servicer or the Security Trustee to enforce the Issuer's claims in respect of the Relevant Receivables or the Related Collateral and such notification by the Issuer or the Seller to the Data Trustee has specified whether the decryption keys are to be provided to the Back-Up Servicer, a substitute servicer or the Security Trustee, (ii) the Seller directs it in writing to provide certain decryption keys to the persons specified in such notice and the grounds for the delivery of such decryption keys or (iii) the Data Trustee has been notified by either the Issuer or the Seller that the appointment of the Master Servicer under the Servicing Agreement has been terminated and such notification has specified whether the decryption keys are to be provided to the Back-Up Servicer, a substitute servicer or the Security Trustee. If a substitute servicer has been appointed, the relevant decryption keys and the encrypted personal data will be released to it. Where the Data Trustee and the Security Trustee are the same person at any date where Insolvency Proceedings are commenced with respect to the Issuer, the Data Trustee undertakes for the benefit of the Beneficiaries under the Trust Agreement, to exercise its powers and discretions under the Data Trust Agreement and to make use of the encrypted personal data made available to it pursuant to the Data Trust Agreement and the Receivable Purchase Agreement, in order to enforce the Note Collateral in accordance with the Trust Agreement.

Cash Administration Agreement

According to the Cash Administration Agreement, the Cash Administrator is appointed by the Issuer and will act as agent of the Issuer to perform certain cash administration services such as operating the Transaction Account, and each ledger to the Transaction Account, including, without limitation, the Liquidity Reserve Fund and the Commingling Reserve Fund (if any) and arranging all payments to be made by the Issuer. The Cash Administrator undertakes under the provisions of the Cash Administration Agreement that during its appointment as Cash Administrator it will have all licences and hold all authorisations and registrations required for the performance of the cash administration services, in particular, without limitation, a licence pursuant to Section 10 of the German Payment Services Act (*Gesetz über die Beaufsichtigung von Zahlungsdiensten*).

Prior to the occurrence of an Issuer Event of Default, the Cash Administrator will undertake the cash administration services, taking into account any notifications given by the Master Servicer. In particular, the Cash Administrator will on each Payment Date apply the Available Interest Distribution Amount and the Available Principal Distribution Amount as determined and notified by the Master Servicer to the Issuer's creditors in accordance with the Pre-Enforcement Principal Order of Priority and the Pre-Enforcement Interest Order of Priority, respectively, and the Cash Administration Agreement, and shall forward any amounts determined by the Master Servicer to the Principal Paying Agent for payment to the Noteholders pursuant to the Pre-Enforcement Principal Order of Priority and Condition 7.2 (*Pre-Enforcement Principal Order of Priority and Amortisation*) of the Terms and Conditions. Upon the occurrence of an Issuer Event of Default, all proceeds arising from the exercise of the power of the Security Trustee in accordance with the Trust Agreement will be applied by the Security Trustee in accordance with the Post-Enforcement Order of Priority, as set out in the Trust Agreement (see "MAIN PROVISIONS OF THE TRUST AGREEMENT"). Henceforth, the Cash Administrator will follow the directions of the Security Trustee.

Accounts Agreement

Pursuant to the Accounts Agreement, the Transaction Account will be opened with the Account Bank on or prior to the Note Issuance Date. The Account Bank will comply with any written direction of the Cash Administrator, acting on behalf of the Issuer, or, upon the occurrence of an Issuer Event of Default, the Security Trustee to effect a payment by debit from the Transaction Account (including from its ledgers, the Commingling Reserve Fund (if any) or the Liquidity Reserve Fund) if such direction is in writing (including, by email communication) and complies with the relevant account arrangements between the Issuer and the Account Bank and is permitted under the Accounts Agreement.

Under the Accounts Agreement, the Account Bank waives any first priority pledge or other lien, including its standard contract terms pledge (*AGB-Pfandrecht*), it may have with respect to any Account and further waives any right it has or may acquire to combine, consolidate or merge any Account with 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 will not set-off or transfer any amount standing to the credit of or to be credited to the Transaction Account in or towards satisfaction of any liabilities to the Account Bank of the Issuer, as the case may be, or any other person.

If the Account Bank is no longer a suitably rated bank, as provided in the Accounts Agreement, then new accounts will be opened either by the Issuer or, should insolvency or bankruptcy or similar proceedings be commenced with respect to the Issuer, the Security Trustee (acting in its own name but for the account of and as trustee for the Beneficiaries) with another bank on conditions as close as possible to those previously agreed in the Accounts Agreement and at the limited cost of the Account Bank within thirty (30) calendar days of receiving notice of termination of the account relationship with the Account Bank.

Agency Agreement

Pursuant to the Agency Agreement, the Principal Paying Agent is appointed by the Issuer and will act as agent of the Issuer to make certain calculations, determinations and to effect payments in respect of the Notes. Some of the functions, rights and duties of the Principal Paying Agent are set out in the Terms and Conditions.

Subscription Agreement

The Issuer and the Lead Manager have entered into the Subscription Agreement pursuant to which the Lead Manager has agreed to subscribe and pay for the Notes, subject to certain conditions. The Lead Manager has the right to reimbursement for certain up-front costs and expenses from the Seller relating to the Notes subscribed by it. In addition, the Lead Manager has the right to reimbursement for certain ongoing costs and expenses from the Issuer under the Subscriptions Agreement and to receive certain representations, warranties and indemnities from the Issuer under the Subscription Agreement.

See "SUBSCRIPTION AND SALE".

Corporate Administration Agreement

Pursuant to the Corporate Administration Agreement the Corporate Administrator provides abc SME Lease Germany SA and each of its Compartments (including, without limitation, Compartment 7) with certain corporate and administrative functions. Such services to abc SME Lease Germany SA and such Compartments, including without limitation, Compartment 7, include, *inter alia*, acting as secretary of abc SME Lease Germany SA, keeping the corporate records, convening director's meetings, provision of registered office facilities and suitable office accommodation, preparing and filing all statutory and annual returns, preparing the financial statements and performing certain other corporate administrative services against payment of a fee. In addition, the Corporate Administrator will take such action on behalf of the Issuer as is necessary to ensure that the Issuer complies with its specific obligations under the Transaction Documents (other than the Corporate Administration Agreement) and that abc SME Lease Germany SA complies with its specific obligations under the Corporate Administration Agreement. The Corporate Administration Agreement is governed by the laws of the Grand Duchy of Luxembourg.

EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS

The expected average life of the Class A Notes, the Class B Notes and the Class C Notes cannot be predicted as the actual rate at which the Relevant Receivables will be repaid and a number of other relevant factors are unknown.

Calculated estimates as to the expected average life of the Class A Notes, the Class B Notes and the Class C 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 in years of the Class A Notes, the Class B Notes and the Class C Notes based on, among others, the following assumptions:

(a) that the Relevant Receivables are subject to a constant rate of prepayment as shown in the table below;

(b) that no Relevant Receivables are sold by the Issuer;

(c) that the Relevant Receivables continue to be fully performing;

(d) that the 15 % clean-up call option will be exercised in accordance with the Receivables Purchase Agreement and Condition 7.5 (*Early Redemption*) of the Terms and Conditions;

(e) that the Notes are issued on 16 October 2020 and all interest payments on the Notes are received on the twentieth day of each calendar month, commencing from 20 November 2020 and all principal payments with respect to the Notes are received on the twentieth day of each calendar month, commencing from 21 November 2022;

(f) that the Additional Receivables acquired by the Issuer during the Replenishment Period after the Note Issuance Date produce similar cash flows as the Relevant Receivables acquired by the Issuer on the Note Issuance Date; and

(g) that no Early Amortisation Event occurs which terminates the Replenishment Period.

in years

	CPR (per cent)				
Notes	**0.00%**	**2.50%**	**5.00%**	**10.00%**	**15.00%**
	Without Clean-Up Call				
Class A	3.795	3.722	3.652	3.520	3.399
Class B	6.038	5.947	5.858	5.677	5.499
Class C	6.961	6.876	6.789	6.612	6.431
	With Clean-Up Call				
Class A	3.795	3.722	3.652	3.520	3.398
Class B	5.764	5.672	5.589	5.425	5.258
Class C	5.758	5.666	5.583	5.419	5.253

Assumption (a) above is stated as an average annualised prepayment rate as the prepayment rate for one Interest Period may be substantially different from the prepayment rate in another Interest Period. The constant prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumption (c) above relates to circumstances which are not predictable.

The average life of the Class A Notes, the Class B Notes and the Class C Notes are subject to factors largely beyond 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.

VERIFICATION BY SVI

STS Verification International GmbH ("**SVI**") has been authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as third party verification agent pursuant to Article 28 of the Securitisation Regulation (Regulation (EU) 2017/2402) (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 non-asset-backed commercial paper securitisation meet the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 22 of the Securitisation Regulation ("**STS Requirements**").

The verification label is granted on the basis of SVI's verification process. The verification process is based on the SVI verification manual which describes the verification process and the individual inspections in detail. The verification manual seeks to ensure an objective and uniform verification of securitisations to be verified and is authoritative for all parties involved in the verification process. The verification process is explained in detail on the SVI website (www.sts-verification-international.com).

When notifying the European Securities Markets Authority (ESMA) that a securitisation meets the STS Requirements pursuant to Article 27(1) of the Securitisation Regulation (the "**STS Notification**"), the originator will include in the STS Notification a statement that compliance of such securitisation with the STS Requirements has been confirmed by SVI.

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

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

DESCRIPTION OF THE POOL

The Pool consists of the Relevant Receivables arising under the Lease Agreements and the Related Collateral, purchased by the Seller from the Lessors and originated by the respective Lessors in accordance with the Credit and Collection Policies. See "CREDIT AND COLLECTION POLICIES". The Relevant Receivables included in the Pool are derived from a portfolio of lease receivables and were acquired by the Issuer pursuant to the Receivables Purchase Agreement. The Aggregate Outstanding Nominal Amount as of the Note Issuance Date is expected to be EUR 462,860,020.04.

Eligibility Criteria

The following criteria (the "**Eligibility Criteria**") must have been met by any Receivable to be eligible for acquisition by the Issuer pursuant to the Receivables Purchase Agreement as of the Cut-Off Date immediately preceding the Purchase Date of such Receivable, provided that criteria 31 to 40 only apply after the Note Issuance Date. The Eligibility Criteria constitute Appendix C (*Eligibility Criteria*) to the Terms and Conditions and form an integral part of the Terms and Conditions.

A Receivable is an Eligible Receivable if it and any part thereof meets the following conditions:

1. The Receivable was originated in the ordinary course of business of the Lessor which originated it in accordance with the Credit and Collection Policies, and was purchased in the ordinary course of business of the Seller and is denominated and payable in Euro and has a remaining term of at least six (6) but no more than eighty-four (84) months.

2. The Receivable exists, constitutes legally valid, binding and enforceable obligations of the respective Lessee and is not subject to any withholding tax, nor subject to any right of revocation, set-off, or counter-claim, warranty rights of the Lessee, nor subject to any current account (*Kontokorrent*) arrangements and no other right of objection, irrespective of whether the Issuer knew or could have known of the existence of objections (*Einwendungen*), defences (*Einreden*) or counter-rights (*Gegenrechte*).

3. The Receivable arises from a lease agreement or hire-purchase agreement which, in each case, is calculated on a full amortisation basis and establishes contractually agreed fixed lease instalments or contractually agreed fixed hire-purchase instalments (as applicable) throughout the term thereof in accordance with a predetermined amortisation schedule set out therein and is therefore to be qualified as a leasing agreement or purchase agreement under German insolvency law.

4. The Receivable may be segregated and identified at any time for purposes of ownership, also with respect to its Related Collateral.

5. The Receivable arises from the leasing or hire-purchase (*Mietkauf*) of any Lease Object, the title of which, in case of a hire-purchase, has been transferred to the respective Lessee subject to the condition subsequent that all hire-purchase instalments are paid (*Eigentumsvorbehalt*).

6. The Receivable is neither a Defaulted Receivable nor a Delinquent Receivable nor a Disputed Receivable nor a Covid 19 Legislation Deferred Receivable; no deferred payment arrangement has been entered into with respect to such Receivable; no breach of any obligation under any agreement (except for the obligation to pay) of any party exists with respect to such Receivable.

7. The Receivable is a claim the transfer of which by way of assignment is not subject to any contractual restrictions and which will be validly transferred to the Issuer in the manner contemplated by this Agreement.

8. The Receivable is a receivable to which abcbank GmbH is solely entitled and which is free of Adverse Claims; such Receivable has been documented by way of a Lease Agreement and a lease certificate or a hire-purchase certificate (as applicable) (*Abschlussrechnung*) which designates the Lease Object, the acquisition costs thereof, the lease instalments or the hire-purchase instalments (as applicable), the initial due date, the term of the Lease Agreement, any advance rental payment rendered by the Lessee, compensation payment (*Ausgleichszahlung*), the existence of any extension and/or put option (if applicable) as well as any termination right.

9. The Receivable has been created in compliance with all applicable laws, rules and regulations (in particular with respect to data protection) and all required consents, approvals and authorisations have been obtained in respect thereof and neither the Lessor which originated such Receivable nor the Seller is in violation any such law, rule or regulation and no legal proceedings are pending with respect to such Receivable.

10. The Receivable is subject to German law and the Lease Object is located in Germany.

11. The Receivable was generated within the framework of current business practices based on the general terms and conditions of the Lessor which originated such Receivable.

12. The Receivable is a receivable the assignment of which does not violate any law or agreements to which either the Lessor which originated such Receivable or the Seller is bound. Following the assignment of such Receivable, such Receivable will not be available to the creditors of the Seller or of such Lessor on the occasion of any liquidation of the Seller or such Lessor, respectively.

13. The Receivable is based on a Lease Agreement which has not been terminated or threatened to be terminated.

14. The Receivable is a receivable regarding a Lease Object title to which the Lessor which originated such Receivable may freely dispose of without opposing any third-party rights (except for those of the Lessee under the related Lease Agreement).

15. The Receivable is a receivable regarding a Lease Object which falls within the categories (i) facilities, (ii) machines, (iii) vehicles or (iv) solariums, leisure facilities and fitness and is neither an animal, nor a lightweight construction hall.

16. The Receivable is due in advance on a monthly basis.

17. At least one due Lease Instalment has been fully paid for such Receivable prior to the Purchase Date of such Receivable and no Lease Instalment of such Receivable which is the subject of the Offer falls due and payable after the Cut-Off Date (exclusive) but prior to the Purchase Date of such Receivable (inclusive).

18. The Receivable is due from a not a credit-impaired Lessee or guarantor and which, on the basis of the information obtained (i) from the Lessee of such Receivable, (ii) in the course of the related Lessor's servicing of such Receivable or (iii) from a third party,

    (a) is not Insolvent;

    (b) has not been declared Insolvent nor has a court granted its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three (3) years prior to the date of origination of such Receivable nor has it undergone a debt restructuring process with regard to its non-performing exposures within three (3) years prior to the date of assignment if the Receivables to the Issuer pursuant to the Receivables Purchase Agreement except if a restructured Receivable has not presented new arrears since the date of its restructuring and such restructuring was completed at least one (1) year prior to the date of assignment of such Receivable to the Issuer pursuant to the Receivables Purchase Agreement and if the information provided by the Seller and the Issuer in accordance with Article 7(1)(a) and (e)(i) of the Securitisation Regulation explicitly sets out the proportion of restructured receivables, the time and details of the restructuring as well as their performance since the date of such restructuring;

    (c) was, at the time of origination of such Receivable, where applicable, not registered on a public registry of persons with adverse credit history, or where there is no such public credit registry, another credit registry that is available to the Seller or the related Lessor;

    (d) has not a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable receivables held by the Seller which are not securitised; and

(e) against whom no proceedings for the commencement of Insolvency Proceedings are pending in any jurisdiction and who does not owe any receivable to any Lessor which if purchased by the Issuer, would qualify as a Defaulted Receivable at such time and who does not owe any receivable to any Lessor which is overdue at such time

19. The Receivable is not due from a Lessee who is an employee, officer or Affiliate of or an officer or employee of an Affiliate of the Lessor which originated such Receivable.

20. The Lessee which owes such Receivable has its (commercial or professional) establishment in Germany.

21. The Receivable is owed by a person where such person is either (x) a commercial business acting in a commercial capacity, (y) or a self-employed professional acting in a professional capacity or (z) an entity organised pursuant to German administrative or ecclesiastical law, provided that, in any case, such person is neither (i) a consumer (*Verbraucher*) within the meaning of Section 13 of the German Civil Code nor (ii) a financial institution in accordance with the German Banking Act (*Kreditwesengesetz*).

22. The Receivable arises under a Lease Agreement which relates to a Lease Object the acquisition of which by the Lessor who originated such Receivable from the relevant supplier thereof was fully financed using funds exclusively granted for the acquisition of, or the refinancing of the acquisition of, such Lease Object by a third party (a "**Financer**") prior to, at the time of or following the acquisition of such Lease Object within a maximum time period of either (i) three (3) months or (ii) six (6) months, the latter subject to the condition that the intention of such Lessor to transfer title to such Lease Object to a Financer is clearly documented at the time of acquisition of such Lease Object, and title to such Lease Object has been transferred to such third party by way of security for the exclusive purpose of securing the third party's refinancing claim related to such Lease Object against such Lessor within this period.

23. The Receivable arises under a Lease Agreement which relates to a Lease Object which is not at the same time the subject of another lease agreement of the Lessor which originated such Receivable.

24. The Nominal Amount of the Receivable, if the Receivable is purchased, does not together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables owed by the same Lessee exceed the latter's Lessee Limit.

25. The Receivable has been selected by the Seller at random from the Receivables purchased by the Seller from the Lessor which originated such Receivable and not due to any positive or negative selection on the basis of scoring results or any other characteristics.

26. The Lessee owing such Receivable has been approved on the basis of the internal rating system of the Lessor which originated such Receivable.

27. The Lessee which owes such Receivable has either delivered a confirmation (notice of acceptance) that it has taken possession of the Lease Object under the related Lease Agreement or has evidenced such possession by signing a bill of sale (*Lieferschein*).

28. The Receivable does not arise pursuant to a Lease Agreement which contains a provision for a variable interest rate.

29. The Lessee which owes such Receivable does not hold any deposits with either the Seller or any Lessor.

30. The Receivable is neither a Securitisation Position nor a transferable security as defined in point 44 of Article 4(1) of Directive 2014/65/EU.

31. The Nominal Amount of the Receivable, if the Receivable is purchased, does not together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables owed by the same Lessee exceed the latter’s Sole Lessee Limit.

32. If the Receivable arises from the hire-purchase (*Mietkauf*) of any Lease Object, then the Nominal Amount of such Receivable, if such Receivable is purchased, does not together with the aggregate of the Outstanding

Nominal Amounts of all Relevant Receivables which arise from the hire-purchase of any Lease Objects exceed the Hire-Purchase Limit.

33. If the Lessee of the Receivable is a Top 10 Lessee, the Nominal Amount of such Receivable, if such Receivable is purchased, does not exceed, together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables owed by all Top 10 Lessees, the Top 10 Lessee Limit.

34. If the Lessee of the Receivable is a Top 20 Lessee, the Nominal Amount of such Receivable, if such Receivable is purchased, does not exceed, together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables owed by all Top 20 Lessees, the Top 20 Lessee Limit.

35. If the Lessee of the Receivable is a Top 1000 Lessee, the Nominal Amount of such Receivable, if such Receivable is purchased, does not exceed, together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables owed by all Top 1000 Lessees, the Top 1000 Lessee Limit.

36. The Nominal Amount of the Receivable, if the Receivable is purchased, does not together with the aggregate of the Outstanding Nominal Amounts of all Relevant Receivables which arise under balloon leases does not exceed 15 % of the Aggregate Outstanding Nominal Amounts as of such time. A "**balloon lease**" is a lease where the final payment due is higher than any of the previous Lease Instalments payable by the relevant Lessee.

37. If the Receivable is purchased, the Average Weighted Life of all Relevant Receivables, does not exceed 2.2 calendar years.

38. If the Receivable is purchased, the Weighted Average Leasing Interest Rate of all Relevant Receivables, does not exceed 4.5 %.

39. If such Receivable is purchased, the aggregate Outstanding Nominal Amounts of Relevant Receivables (other than Defaulted Receivables) at such time which relate to Relevant Receivables arising from Lease Agreements pursuant to which Lease Objects qualified by the Seller as one of the Level 1 NACE industry sectors listed in the table below in accordance with the Credit and Collection Policies are leased will not exceed the percentage limit corresponding to such Level 1 NACE industry sector set out in the table below where such percentage limit relates to the Aggregate Outstanding Nominal Amount at such time.

Level 1 NACE Industry Sector	**Limit**
Agriculture, Forestry And Fishing	1%
Mining And Quarrying	1%
Manufacturing	20%
Electricity, Gas, Steam And Air Conditioning Supply	2%
Water Supply; Sewerage, Waste Management And Remediation Activities	5%
Construction	10%
Wholesale And Retail Trade; Repair Of Motor Vehicles And Motorcycles	20%
Transportation And Storage	12%
Accommodation And Food Service Activities	5%
Information And Communication	5%
Financial And Insurance Activities	5%
Real Estate Activities	5%
Professional, Scientific And Technical Activities	6%
Administrative And Support Service Activities	13%
Public Administration And Defence; Compulsory Social Security	2%

Level 1 NACE Industry Sector	Limit
Education	2%
Human Health And Social Work Activities	8%
Arts, Entertainment And Recreation	6%
Other Service Activities	5%
Activities Of Households As Employers; Undifferentiated Goods- And Services-Producing Activities Of Households For Own Use	1%
Activities Of Extraterritorial Organisations And Bodies	1%

40. If such Receivable is purchased, the aggregate Outstanding Nominal Amounts of Relevant Receivables (other than Defaulted Receivables) at such time which relate to Relevant Receivables arising from Lease Agreements pursuant to which Lease Objects qualified by the Seller as one of the object sectors listed in the table below in accordance with the Credit and Collection Policies are leased will not exceed the percentage limit corresponding to such object sector set out in the table below where such percentage limit relates to the Aggregate Outstanding Nominal Amount at such time.

Object Sector	Limit
Vehicles	50%
Facilities	35%
Machines	30%
Solarium etc.	6%

INFORMATION TABLES REGARDING THE POOL

The following statistical information sets out certain characteristics of the Relevant Receivables as of 31 August 2020, unless indicated otherwise. All references to "Current Principal Balance" in the information tables below is to the expected Outstanding Nominal Amount as of the Note Issuance Date, based on statistical information available and calculated on 31 August 2020, and include any Lease Instalments which fall due prior to the Note Issuance Date and after 31 August 2020 (exclusive). The information set out below in respect of the provisional Pool may not necessarily correspond to that of the Relevant Receivables as of the Note Issuance Date. After the Note Issuance Date the Pool will change from time to time as a result of repayment, prepayments or repurchase of Relevant Receivables and the acquisition of Additional Receivables during the Replenishment Period.

Distribution by Product Type

Stratification		Poolcut		
Product Type		**No. of Contracts**	**Initial Outstanding Nominal Amount**	**% of Total**
Partial Amortisation		6,977	193,545,584.52 €	41.82
Hire Purchase		6,285	197,096,116.83 €	42.58
Hire		1,491	13,088,417.68 €	2.83
Full Amortisation		4,129	59,089,351.16 €	12.77
Terminable		1	40,549.85 €	0.01
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution of Outstanding Nominal (per Borrower Group)

Stratification				Poolcut		
Stratification of the Outstanding Nominal Amount				**Initial No. of Groups**	**Initial Outstanding Nominal Amount**	**% of Total**
	≤	2,500.00 €		728	1,359,784.15 €	0.29
2,500.01 €	-	5,000.00 €		1,902	7,087,493.08 €	1.53
5,000.01 €	-	7,500.00 €		1,365	8,405,115.25 €	1.82
7,500.01 €	-	10,000.00 €		1,046	9,091,911.64 €	1.96
10,000.01 €	-	15,000.00 €		1,538	19,078,538.66 €	4.12
15,000.01 €	-	20,000.00 €		1,232	21,403,466.29 €	4.62
20,000.01 €	-	25,000.00 €		922	20,653,541.28 €	4.46
25,000.01 €	-	50,000.00 €		2,246	79,316,635.48 €	17.14
50,000.01 €	-	75,000.00 €		961	58,487,801.64 €	12.64
75,000.01 €	-	100,000.00 €		508	43,480,250.81 €	9.39
100,000.01 €	-	200,000.00 €		660	88,783,095.68 €	19.18
200,000.01 €	-	300,000.00 €		131	31,556,420.14 €	6.82
300,000.01 €	-	400,000.00 €		52	17,798,851.69 €	3.85
400,000.01 €	-	500,000.00 €		19	8,504,139.19 €	1.84
500,000.01 €	-	750,000.00 €		30	18,312,498.51 €	3.96
750,000.01 €	-	1,000,000.00 €		10	8,642,492.38 €	1.87

Stratification			Poolcut		
Stratification of the Outstanding Nominal Amount			Initial No. of Groups	Initial Outstanding Nominal Amount	% of Total
1,000,000.01 € ≤			14	20,897,984.17 €	4.51
Total			**13,364**	**462,860,020.04 €**	**100.00**

	Initial	Current
Average	34,634.84	
Minimum	1,005.73	
Maximum	2,415,876.92	

Distribution of Outstanding Nominal (per Contract)

Stratification				Poolcut		
Stratification of the Outstanding Nominal Amount				Initial No. of Contracts	Initial Outstanding Nominal Amount	% of Total
	≤	2,500.00 €		1,166	2,193,497.42 €	0.47
2,500.01 €	-	5,000.00 €		3,027	11,325,630.44 €	2.45
5,000.01 €	-	7,500.00 €		2,230	13,755,764.81 €	2.97
7,500.01 €	-	10,000.00 €		1,632	14,172,619.62 €	3.06
10,000.01 €	-	15,000.00 €		2,432	30,108,716.67 €	6.50
15,000.01 €	-	20,000.00 €		1,922	33,451,407.59 €	7.23
20,000.01 €	-	25,000.00 €		1,275	28,436,622.88 €	6.14
25,000.01 €	-	50,000.00 €		2,927	102,129,969.90 €	22.06
50,000.01 €	-	75,000.00 €		1,103	66,739,678.59 €	14.42
75,000.01 €	-	100,000.00 €		520	44,408,183.62 €	9.59
100,000.01 €	-	200,000.00 €		494	65,607,286.67 €	14.17
200,000.01 €	-	300,000.00 €		92	22,017,057.78 €	4.76
300,000.01 €	-	400,000.00 €		36	11,954,890.68 €	2.58
400,000.01 €	-	500,000.00 €		11	4,784,843.56 €	1.03
500,000.01 €	-	750,000.00 €		11	6,398,363.98 €	1.38
750,000.01 €	-	1,000,000.00 €		3	2,606,987.56 €	0.56
1,000,000.01 €	≤			2	2,768,498.27 €	0.60
Total				**18,883**	**462,860,020.04 €**	**100.00**

	Initial	Current
Average	24,512.00	
Minimum	1,005.73	
Maximum	1,571,307.07	

Distribution by Payment Method

Stratification		Poolcut		
Payment Method		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
direct debit		18,463	455,989,629.60 €	98.52
self payment		420	6,870,390.44 €	1.48
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Payment Rhythm

Stratification		Poolcut		
Payment Rhythm		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
monthly		18,883	462,860,020.04 €	100.00
quarterly		0	0.00 €	0.00
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Seasoning

Seasoning in Months				No. of Contracts	Initial Outstanding Nominal Amount	% of Total
0	-	2		3,754	100,936,998.12 €	21.81
3	-	5		4,041	97,004,101.30 €	20.96
6	-	8		4,669	108,095,071.18 €	23.35
9	-	11		3,444	75,401,228.66 €	16.29
12	-	14		1,082	29,119,080.34 €	6.29
15	-	17		1,101	28,919,604.46 €	6.25
18	-	20		317	8,899,121.12 €	1.92
21	-	23		74	1,796,531.56 €	0.39
24	-	26		77	1,582,641.71 €	0.34
27	-	29		59	2,174,924.29 €	0.47
30	-	32		49	1,746,812.45 €	0.38
33	-	35		44	1,741,124.49 €	0.38
36	-	38		61	1,580,630.02 €	0.34
39	-	41		26	867,967.13 €	0.19
42	-	44		22	847,365.37 €	0.18
45	-	47		20	553,588.12 €	0.12
48	-	50		11	565,297.49 €	0.12
51	-	53		10	142,109.51 €	0.03

Seasoning in Months		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
54 - 56		6	142,330.46 €	0.03
57 - 59		8	109,968.17 €	0.02
60 ≤		8	633,524.09 €	0.14
Total		**18,883**	**462,860,020.04 €**	**100.00**

	Initial	Current
Weighted average	7.55	
Minimum	0	
Maximum	74	

Distribution by Remaining Term

Stratification		Poolcut		
Remaining Term in Months		No. of Contracts	Initial Outstanding Nominal Amount	Total in %
0 - 4		0	0.00 €	0.00
5 - 8		231	2,724,813.81 €	0.59
9 - 12		340	3,883,888.85 €	0.84
13 - 16		527	6,554,241.83 €	1.42
17 - 20		644	9,633,884.85 €	2.08
21 - 24		879	11,661,460.08 €	2.52
25 - 28		1,493	22,442,891.48 €	4.85
29 - 32		1,522	26,312,057.83 €	5.68
33 - 36		1,673	30,330,303.05 €	6.55
37 - 40		2,146	44,469,849.99 €	9.61
41 - 44		2,189	53,751,388.90 €	11.61
45 - 48		1,766	47,252,868.77 €	10.21
49 - 52		1,819	51,079,568.89 €	11.04
53 - 56		1,471	47,068,041.62 €	10.17
57 - 60		859	31,606,780.07 €	6.83
61 - 64		426	20,732,587.05 €	4.48
65 - 68		359	18,182,886.96 €	3.93
69 - 72		197	12,612,140.43 €	2.72
73 - 76		102	9,104,668.38 €	1.97
77 - 80		89	6,260,640.88 €	1.35
81 - 84		151	7,195,056.32 €	1.55
Total		**18,883**	**462,860,020.04 €**	**100.00**

	Initial	Current
Weighted average	46.14	
Minimum	6	
Maximum	84	

Distribution by Original Term

Stratification				Poolcut		
Remaining Term in Months				No. of Contracts	Initial Outstanding Nominal Amount	% of Total
0	-	4		0	0.00 €	0.00
5	-	8		5	32,609.58 €	0.01
9	-	12		75	2,040,025.36 €	0.44
13	-	16		65	681,406.37 €	0.15
17	-	20		91	839,110.80 €	0.18
21	-	24		790	9,894,766.59 €	2.14
25	-	28		243	3,910,479.00 €	0.84
29	-	32		385	4,531,925.33 €	0.98
33	-	36		3,408	48,756,943.11 €	10.53
37	-	40		296	5,838,035.33 €	1.26
41	-	44		539	7,961,688.41 €	1.72
45	-	48		5,383	106,545,760.22 €	23.02
49	-	52		926	28,059,235.06 €	6.06
53	-	56		411	11,749,007.18 €	2.54
57	-	60		4,342	128,072,119.11 €	27.67
61	-	64		138	5,247,002.05 €	1.13
65	-	68		144	8,678,110.77 €	1.87
69	-	72		1,197	58,565,703.03 €	12.65
73	-	76		18	1,551,804.95 €	0.34
77	-	80		23	1,715,174.46 €	0.37
81	-	84		213	18,243,183.81 €	3.94
85	-	88		15	877,073.89 €	0.19
89	-	92		77	1,357,033.51 €	0.29
93	≤			99	7,711,822.12 €	1.67
Total				**18,883**	**462,860,020.04 €**	**100.00**

	Initial	Current
Weighted average	53.69	
Minimum	7	
Maximum	118	

Distribution by Federal State

Stratifications		Poolcut		
Federal State		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
Baden-Wuerttemberg		2,531	65,689,431.97 €	14.19
Bavaria		2,882	68,098,510.11 €	14.71
Berlin		824	16,310,751.93 €	3.52
Brandenburg		537	13,706,798.52 €	2.96
Bremen		82	1,835,575.04 €	0.40
Hamburg		411	8,235,217.81 €	1.78
Hesse		1,624	36,773,896.70 €	7.94
Lower Saxony		1,231	29,299,337.63 €	6.33
Mecklenburg-Western Pomerania		270	6,128,543.34 €	1.32
North Rhine-Westphalia		5,024	128,673,417.85 €	27.80
Rhineland Palatinate		1,010	27,962,144.72 €	6.04
Saarland		174	4,273,985.59 €	0.92
Saxony		828	17,362,198.95 €	3.75
Saxony-Anhalt		383	9,559,147.89 €	2.07
Schleswig-Holstein		534	14,622,981.41 €	3.16
Thuringia		538	14,328,080.58 €	3.10
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Object Sector Overview

Stratifications	Poolcut		
Object Sector	No. of Contracts	Initial Outstanding Nominal Amount	% of Total
facilities	6,435	133,484,850.94 €	28.84
low value assets	0	0.00 €	0.00
machines	4,929	112,466,113.35 €	24.30
solariums, leisure facilities, fitness	1,019	22,867,580.57 €	4.94
vehicles	6,500	194,041,475.18 €	41.92
Total	**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Detailed Object Sector

Stratifications	Poolcut		
Detailed Object Sector	No. of Contracts	Initial Outstanding Nominal Amount	% of Total
building equipment	497	18,340,542.22 €	3.96
cars	2,358	66,783,425.22 €	14.43
cleaning equipment	1623	15,254,682.09 €	3.30
communications equipment and signaling	321	4,009,057.98 €	0.87
computer	224	4,241,966.16 €	0.92
electric generating equipment	1	6,187.61 €	0.00
facilities for trade and gastronomy	3,142	45,909,387.54 €	9.92
manufacturing equipment	1,674	68,257,502.21 €	14.75
media technology	762	17,136,547.46 €	3.70
medical, healthcare	910	26,611,980.01 €	5.75
office equipment	189	5,733,314.31 €	1.24
office machines	1,135	10,613,386.83 €	2.29
other means of transport	462	11,438,291.86 €	2.47
other operational facilities	886	29,836,409.87 €	6.45
solariums, leisure facilities, fitness	1,019	22,867,580.57 €	4.94
special vehicle	1,061	31,463,014.49 €	6.80
trucks, coaches and trailers	2,619	84,356,743.61 €	18.23
Total	**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Object Status

Stratifications		Poolcut		
Object Status		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
new		14,929	358,515,289.53 €	77.46
used		3,954	104,344,730.51 €	22.54
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Industrial Sectors (NACE) (Level 1)

Stratifications		Poolcut		
Detailed Industrial Sector		No. of Contracts	Initial Outstanding Nominal Amount	% of Total
Accommodation and food service activities		1,632	21,551,883.20 €	4.66
Activities of households as employers; undifferentiated goods - and services - producing activities of households for own use		5	115,631.64 €	0.02
Administrative and support service activities		2,686	52,039,774.47 €	11.24
Agriculture, forestry and fishing		5	174,941.09 €	0.04
Arts, entertainment and recreation		1,073	25,695,250.40 €	5.55
Construction		1,541	41,672,125.37 €	9.00
Education		300	5,543,885.27 €	1.20
Electricity, gas, steam and air conditioning supply		36	1,987,828.12 €	0.43
Financial and insurance activities		240	6,163,135.70 €	1.33
Human health and social work activities		1,316	33,143,900.38 €	7.16
Information and communication		411	11,823,190.59 €	2.55
Manufacturing		2,185	77,646,177.81 €	16.78
Other services activities		972	15,502,202.37 €	3.35
Professional, scientific and technical activities		1,173	22,192,254.86 €	4.79
Public administration and defence; compulsory social security		115	3,042,561.06 €	0.66
Real estate activities		386	10,688,036.16 €	2.31
Transporting and storage		1,263	45,213,383.21 €	9.77
Water supply; sewerage; waste managment and remediation activities		200	11,435,561.48 €	2.47
Wholesale and retail trade; repair of motor vehicles and motorcycles		3,344	77,228,296.86 €	16.69
Total		**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Industrial Sectors (NACE) (Top 20)

Poolcut			
Industrial Sector	**No. of Contracts**	**Initial Outstanding Nominal Amount**	**% of Total**
Freight transport by road	556	17,857,399.99 €	3.86
Other transportation support activit…	343	14,405,083.27 €	3.11
Fitness facilities	455	13,295,150.01 €	2.87
Restaurants and mobile food service …	1,039	13,081,101.25 €	2.83
Other specialised construction activ…	271	10,971,621.98 €	2.37
General cleaning of buildings	1,089	9,831,073.51 €	2.12
Dental practice activities	415	9,749,580.45 €	2.11
Other human health activities	365	8,865,161.77 €	1.92
Manufacture of bread; manufacture of…	263	7,794,896.93 €	1.68
Landscape service activities	330	7,515,597.57 €	1.62
Renting and leasing of construction …	155	7,422,020.39 €	1.60
Renting and leasing of other machine…	152	6,938,359.84 €	1.50
Maintenance and repair of motor vehi…	359	6,606,542.23 €	1.43
Wholesale of other machinery and equ…	207	6,501,033.99 €	1.40
Renting and operating of own or leas…	187	6,442,896.42 €	1.39
Other personal service activities n.…	335	5,232,638.46 €	1.13
Roofing activities	134	4,987,979.43 €	1.08
Specialist medical practice activiti…	183	4,592,405.73 €	0.99
Gambling and betting activities	249	4,559,915.65 €	0.99
Sale of motor vehicles	143	4,544,827.69 €	0.98
Subtotal Top 20 (Initial)	**7,230**	**171,195,286.56 €**	**36.99**
Subtotal not shown sectors	**11,653**	**291,664,733.48 €**	**63.01**
Total	**18,883**	**462,860,020.04 €**	**100.00**

Distribution of Top 20 Lessees (per Borrower Group)

Poolcut			
Borrower Group No.	**No. of Contracts**	**Initial Outstanding Nominal Amount**	**% of Total**
63258	43	2,415,876.92 €	0.52
52195	12	2,053,325.37 €	0.44
50668	14	2,028,052.06 €	0.44
53838	6	1,811,994.39 €	0.39
63104	4	1,757,426.13 €	0.38
61635	1	1,571,307.07 €	0.34
50089	16	1,382,761.16 €	0.30

Poolcut			
Borrower Group No.	No. of Contracts	Initial Outstanding Nominal Amount	% of Total
64657	7	1,320,391.81 €	0.29
55733	26	1,230,730.54 €	0.27
WE00000065	85	1,160,639.35 €	0.25
56609	226	1,123,907.44 €	0.24
68176	12	1,029,915.94 €	0.22
65744	5	1,009,793.76 €	0.22
WE00003442	18	1,001,862.23 €	0.22
55628	30	983,386.37 €	0.21
50364	8	971,443.54 €	0.21
57708	1	957,543.12 €	0.21
64719	4	935,753.19 €	0.20
60887	10	862,758.74 €	0.19
58863	1	840,588.75 €	0.18
Subtotal	**529**	**26,449,457.88 €**	**5.71**
Subtotal not shown groups	**18,354**	**436,410,562.16 €**	**94.29**
Total	**18,883**	**462,860,020.04 €**	**100.00**

Distribution of Top 20 Vendors

Poolcut			
Vendor No.	No. of Contracts	Initial Outstanding Nominal Amount	% of Total
00622539	288	6,278,138.26 €	1.36
00617983	106	6,166,759.99 €	1.33
00628543	369	5,464,057.90 €	1.18
03741632	877	5,284,361.59 €	1.14
07035600	72	5,026,155.86 €	1.09
01504469	139	3,981,747.03 €	0.86
07005707	29	2,406,421.03 €	0.52
03723186	14	2,028,052.06 €	0.44
07081613	69	2,007,359.31 €	0.43
N00009623	86	1,895,362.96 €	0.41
07465997	27	1,858,968.83 €	0.40
07028161	6	1,811,994.39 €	0.39
00613509	65	1,708,023.70 €	0.37
07230056	1	1,571,307.07 €	0.34
07345768	27	1,505,030.97 €	0.33
07087510	17	1,439,227.07 €	0.31

Poolcut			
Vendor No.	No. of Contracts	Initial Outstanding Nominal Amount	% of Total
07038670	76	1,353,760.36 €	0.29
07700726	30	1,335,637.43 €	0.29
07441367	4	1,316,352.92 €	0.28
07345960	18	1,267,358.39 €	0.27
Subtotal	**2,320**	**55,706,077.12 €**	**12.04**
Subtotal not shown vendors	**16,563**	**407,153,942.92 €**	**87.96**
Total	**18,883**	**462,860,020.04 €**	**100.00**

Distribution by Purchase Amount (per Contract)

Stratification				Poolcut		
Purchase Amount				No. of Contracts	Initial Outstanding Nominal Amount	% of Total
	≤	2,500.00		627	1,100,564.66 €	0.24
2,500.01	-	5,000.00		2,331	7,533,288.16 €	1.63
5,000.01	-	7,500.00		2,090	10,701,870.35 €	2.31
7,500.01	-	10,000.00		1,391	9,764,473.70 €	2.11
10,000.01	-	15,000.00		1,995	19,104,171.82 €	4.13
15,000.01	-	20,000.00		1,701	22,365,966.71 €	4.83
20,000.01	-	30,000.00		2,503	45,140,209.26 €	9.75
30,000.01	-	40,000.00		1,580	39,261,767.13 €	8.48
40,000.01	-	50,000.00		1,006	31,493,373.39 €	6.80
50,000.01	-	75,000.00		1,471	61,887,619.45 €	13.37
75,000.01	-	100,000.00		838	49,938,159.30 €	10.79
100,000.01	-	150,000.00		761	60,556,326.30 €	13.08
150,000.01	-	200,000.00		252	29,183,049.82 €	6.30
200,000.01	-	250,000.00		122	17,240,105.37 €	3.72
250,000.01	-	300,000.00		74	13,506,381.77 €	2.92
300,000.01	-	400,000.00		68	15,262,504.58 €	3.30
400,000.01	-	500,000.00		38	11,201,312.94 €	2.42
500,000.01	-	750,000.00		19	7,251,700.90 €	1.57
750,000.01	-	1,000,000.00		10	4,924,554.90 €	1.06
1,000,000.01	≤			6	5,442,619.53 €	1.18
Total				**18,883**	**462,860,020.04 €**	**100.00**

Assumed Amortisation of the Relevant Receivables and of the Notes

This amortisation scenario is based on the assumption that 0 % prepayments and 0 % losses occur and on the assumptions listed under (b) to (g) (inclusive) under "EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS". It should be noted that the actual amortisation of the Relevant Receivables may differ substantially from the amortisation scenario indicated below.

Expected Amortisation Profile

PayDate	OutstandingPrincipalAmountReceivables (BoP)	Outstanding Principal Amount Class A Notes (BoP)	Outstanding Principal Amount Class B Notes (BoP)	Outstanding Principal Amount Class C Notes (BoP)
20.11.2020	462,860,020	404,800,000	20,100,000	38,000,000
22.12.2020	462,860,020	404,800,000	20,100,000	38,000,000
20.01.2021	462,860,020	404,800,000	20,100,000	38,000,000
22.02.2021	462,860,020	404,800,000	20,100,000	38,000,000
22.03.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.04.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.05.2021	462,860,020	404,800,000	20,100,000	38,000,000
22.06.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.07.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.08.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.09.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.10.2021	462,860,020	404,800,000	20,100,000	38,000,000
22.11.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.12.2021	462,860,020	404,800,000	20,100,000	38,000,000
20.01.2022	462,860,020	404,800,000	20,100,000	38,000,000
22.02.2022	462,860,020	404,800,000	20,100,000	38,000,000
22.03.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.04.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.05.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.06.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.07.2022	462,860,020	404,800,000	20,100,000	38,000,000
22.08.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.09.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.10.2022	462,860,020	404,800,000	20,100,000	38,000,000
22.11.2022	462,860,020	404,800,000	20,100,000	38,000,000
20.12.2022	452,620,168	394,560,148	20,100,000	38,000,000
20.01.2023	442,294,544	384,234,524	20,100,000	38,000,000
20.02.2023	431,934,679	373,874,659	20,100,000	38,000,000
20.03.2023	421,540,171	363,480,151	20,100,000	38,000,000
20.04.2023	411,110,845	353,050,825	20,100,000	38,000,000
22.05.2023	400,431,419	342,371,399	20,100,000	38,000,000
20.06.2023	389,515,258	331,455,238	20,100,000	38,000,000
20.07.2023	378,801,641	320,741,621	20,100,000	38,000,000
22.08.2023	368,146,708	310,086,688	20,100,000	38,000,000

PayDate	OutstandingPrincipalAmountReceivables (BoP)	Outstanding Principal Amount Class A Notes (BoP)	Outstanding Principal Amount Class B Notes (BoP)	Outstanding Principal Amount Class C Notes (BoP)
20.09.2023	357,805,467	299,745,447	20,100,000	38,000,000
20.10.2023	347,155,745	289,095,725	20,100,000	38,000,000
20.11.2023	336,810,157	278,750,137	20,100,000	38,000,000
20.12.2023	326,387,904	268,327,883	20,100,000	38,000,000
22.01.2024	316,102,442	258,042,421	20,100,000	38,000,000
20.02.2024	305,800,663	247,740,643	20,100,000	38,000,000
20.03.2024	295,610,162	237,550,142	20,100,000	38,000,000
22.04.2024	284,768,955	226,708,935	20,100,000	38,000,000
20.05.2024	274,862,127	216,802,107	20,100,000	38,000,000
20.06.2024	264,962,143	206,902,123	20,100,000	38,000,000
22.07.2024	254,987,908	196,927,888	20,100,000	38,000,000
20.08.2024	245,072,449	187,012,429	20,100,000	38,000,000
20.09.2024	235,298,469	177,238,449	20,100,000	38,000,000
22.10.2024	225,764,881	167,704,861	20,100,000	38,000,000
20.11.2024	216,267,404	158,207,384	20,100,000	38,000,000
20.12.2024	206,922,706	148,862,686	20,100,000	38,000,000
20.01.2025	197,621,944	139,561,924	20,100,000	38,000,000
20.02.2025	188,619,079	130,559,059	20,100,000	38,000,000
20.03.2025	179,772,467	121,712,447	20,100,000	38,000,000
22.04.2025	171,149,860	113,089,840	20,100,000	38,000,000
20.05.2025	162,168,087	104,108,067	20,100,000	38,000,000
20.06.2025	153,458,687	95,398,667	20,100,000	38,000,000
22.07.2025	145,410,240	87,350,220	20,100,000	38,000,000
20.08.2025	136,752,223	78,692,203	20,100,000	38,000,000
22.09.2025	128,673,996	70,613,976	20,100,000	38,000,000
20.10.2025	121,000,136	62,940,116	20,100,000	38,000,000
20.11.2025	113,418,751	55,358,731	20,100,000	38,000,000
22.12.2025	106,244,108	48,184,088	20,100,000	38,000,000
20.01.2026	98,905,403	40,845,383	20,100,000	38,000,000
20.02.2026	92,066,589	34,006,568	20,100,000	38,000,000
20.03.2026	85,232,946	27,172,926	20,100,000	38,000,000
20.04.2026	78,891,103	20,831,083	20,100,000	38,000,000
20.05.2026	72,770,732	14,710,712	20,100,000	38,000,000
22.06.2026	66,822,161	8,762,141	20,100,000	38,000,000
20.07.2026	61,176,824			
20.08.2026	56,096,150			
22.09.2026	51,188,130			
20.10.2026	46,867,033			
20.11.2026	42,652,702			
22.12.2026	38,804,405			
20.01.2027	35,048,332			

PayDate	OutstandingPrincipalAmountReceivables (BoP)	Outstanding Principal Amount Class A Notes (BoP)	Outstanding Principal Amount Class B Notes (BoP)	Outstanding Principal Amount Class C Notes (BoP)
22.02.2027	31,541,466			
22.03.2027	28,405,835			
20.04.2027	25,604,650			
20.05.2027	22,832,358			
22.06.2027	20,549,076			
20.07.2027	18,405,951			
20.08.2027	16,395,230			
20.09.2027	14,520,009			
20.10.2027	12,999,779			
22.11.2027	11,635,465			
20.12.2027	10,430,717			
20.01.2028	9,255,812			
22.02.2028	8,279,101			
20.03.2028	7,282,885			
20.04.2028	6,388,591			
22.05.2028	5,539,835			
20.06.2028	4,848,502			
20.07.2028	4,073,779			
22.08.2028	3,501,621			
20.09.2028	3,033,055			
20.10.2028	2,670,150			
20.11.2028	2,324,133			
20.12.2028	1,954,543			
22.01.2029	1,632,831			
20.02.2029	1,374,656			
20.03.2029	1,154,509			
20.04.2029	920,857			
22.05.2029	723,419			
20.06.2029	477,118			
20.07.2029	356,630			
20.08.2029	144,311			
20.09.2029	46,003			
22.10.2029	16,043			

Retention according to Article 6 of the Securitisation Regulation

Type of Assets	Outstanding Principal balance	Percentage of balance
Portfolio sold to Issuer	EUR 462,860,020.04	100.00%
Class C retention by abcbank GmbH	EUR 38,000,000.00	8.21%

Retention Amount		
Minimum Retention	EUR 23,143,001.00	5.00%
Actual Retention	EUR 38,000,000.00	8.21%

abcbank GmbH holds a net economic interest of at least 5 % according to Article 6 of the Securitisation Regulation.

Inferential statement of the Issuer

The Issuer states herewith that the securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. For details, see "Transaction Structure — The Pool"," — Issuer's Sources of Income" and "Description of the Pool — Information Tables Regarding the Pool" and regarding potential risks relating to the insufficiency of assets, see "RISK FACTORS — Risks relating to the Issuer — Credit Aspects of the Transaction and other considerations relating to the Notes", " — Risk of Losses on the Relevant Receivables", " — Risk of Dilutions or Set-off with respect to the Relevant Receivables, Commingling of Funds" and " — Limited resources of the Issuer".

CREDIT AND COLLECTION POLICIES

The following is a summary of the credit and collection principles of the Seller and of each Lessor (such summary, the "**Credit and Collection Policies**") which must be complied with in respect of the servicing of the Relevant Receivables and the Related Collateral. The Credit and Collection Policies are set out in Appendix D to the Terms and Conditions and forms an integral part of the Terms and Conditions ("**Appendix D**").

1. General Information

The shares of the Seller abcbank GmbH are 100% owned by abc Holding GmbH which in turn is fully owned by Wilh. Werhahn KG. Furthermore the shares of the lessor and sub-servicer abcfinance GmbH are 100% owned by Wilh. Werhahn KG. The profit and loss agreement between the lessor and sub-servicer abcfinance GmbH and Wilh. Werhahn KG was replaced on 1st January 2020 by a domination agreement between the new established abcfinanceHolding or abcfinance GmbH and Wilh. Werhahn KG. Wilh. Werhahn KG and all its affiliates form the "**Wilh. Werhahn Group**".

With regard to the transaction structure there are five originators/ lessors/ sub-servicers, namely, abcfinance GmbH, milon financial services GmbH, ETL Finance GmbH & Co. KG, Hako Finance GmbH and Schneidereit Finance GmbH. For refinancing purposes the four companies transfer the lease receivables via forfaiting to abcbank GmbH. 69% of the shares of milon financial services GmbH, 51 % of the shares of ETL Finance GmbH & Co. KG and 100 % of the shares of Hako Finance GmbH and Schneidereit Finance GmbH are owned by abcfinance GmbH.

The procedures described herein, including the accounting activities, are identical for all lessors and the Seller, whereby abcbank GmbH acts as a centralised master servicer. The activities described in this credit and collection policy, as well as the accounting activities are processed by the personnel of abcfinance GmbH.

In the business year 2019 abcgroup employed roughly 766 FTE. Milon financial services GmbH, Hako Finance GmbH and Schneidereit Finance GmbH do not employ any personnel of their own.

2. Key Components of General Risk Strategy

A key focus of the strategic guidelines is the overall limitation of exposures in specific industries. Every industry is limited to a share of 15% of the overall portfolio of abcfinance GmbH. There are two exceptions to this rule: The limit for the service industry and production is 25% due to its economic significance (since, for instance, the GDP share of this industry in Germany is close to 70%). The maximum amount outstanding for one lessee is limited up to five million EUR and obligations for guarantees (for example in a vendor cooperation) are limited up to ten million EUR.

As a general guideline, priority is given to the overall creditworthiness and payment ability of the lessee, the estimated value of the lease object as well as collateral and guarantees which are taken into account in the credit decision.

3. Acquisition Process

The acquisition activities of abcfinance GmbH are organized decentrally in 15 different regional sales departments. Apart from the 11 German departments, two additional departments/ offices are located in the Netherlands and two are located in Austria.

The credit decision process is organized/ conducted centrally for both sub-servicers.

The approval process, as described herein, comprises the standards of the abcgroup for dealing with counterparty risks.

The focus of abcgroup’s approval process is the creditworthiness of the lessee, as further described in 4.1. This reflects the importance of dealing with the counterparty risk. Additional measures, such as the internal rating of the lease objects, are taken into account in order to further reduction of the potential risks.

The process of granting leases in the leasing business, both single contract and master agreements, is performed on the basis of a predefined and technically implemented approval authority matrix.

Single agreements are contracts, where one potential lessee wants to lease one lease object. In addition, master agreements are contracts, where a potential lessee plans to lease several lease objects and therefore a general limit will be considered and implemented.

Additionally, abcgroup has a vendor leasing arm with abcfinance GmbH. In the vendor process new business is acquired by broker/dealers. Contracts acquired through vendor leasing are treated equally to those which are acquired directly in respect of underwriting principles, scoring, rating, the dunning process as well as the involvement of abcfinance GmbH's risk bad debt (the "**Bad Debt Department**") and writing off principles.

4. Lease Agreement Underwriting Procedures

4.1 Credit Decision

The underwriting procedure is managed in the central division "Credit Management" of abcfinance GmbH. The Credit Management is divided in two departments and one staff unit. "Risk Analysis" and "Contract Analysis" and the staff unit named "Consultant Credit Systems & Processes". The division consists of over 80 employees who have been with the company for an average of nine years and an average specific work experience of approximately nineteen years.

All leasing applications will be processed and rated by a tool called "**CAM**" (Credit Application Manager). CAM is a tool developed and released by the Prof. Schumann GmbH.

CAM can be seen as the technical platform for the scoring and rating process. The tool CAM was implemented at abcfinance GmbH in 2007. The activation of the current Scorecards and Rating System within the tool CAM took place on 1 February 2017. In this regard and thereafter, the *reasons for automatic transfer to non-automatic decision* have been updated.

In the first step all leasing applications in combination with all necessary information will be inserted systemically in a tool called "Partnerportal". Partnerportal is a web based portal for the sales partners and brokers.

The following steps will be undertaken on the Partnerportal level:

- Address search & identification of the lessee
- Information about the lessee's status (new lessee, existing lessee)
- Offer calculation for the lessee; at this level the offer is subject to a positive scoring-/credit decision process
- Generation of leasing requests (including new versions); here some information about the current "leasing-status" of the customer, if any, is provided. In addition, systemically existing offers can be updated.

Afterwards, there is a systemical transfer of the leasing request to Navilease. Navilease can be described as an integrated ERP (Enterprise Resource Planning) software, an individual software for the administration of the leasing and factoring business.

The following workflows can be managed, *inter alia,* by Navilease:

- Processing of the leasing request
- Administration of the lessee, including individual, relevant credit information
- Forwarding of requests and internal credit information to CAM
- If applicable, manual credit decision

After receipt of the leasing request from Navilease, CAM will carry out the following steps:

First, external (credit) information is gathered by employing several external sources (information and service providers), which are connected via interfaces to CAM. The most important external sources are: Creditreform, Schufa, interface to DB for the request of bank inquiries and Bisnode (formerly known as Dun & Bradstreet). Second, based on the information input and information provided by the external source Creditreform CAM will automatically generate a scoring. Additionally, external sources will be used when manual credit decisions have to be made.

4.2. Scoring

After the scoring process is finalized by CAM, CAM will check if there are any reasons for denying an automatic leasing decision. In case there are such reasons to deny an automatic decision, no automatic leasing decision will be approved. If no automatic decision is approved, a manual decision will be required.

An automatic approval will be given, based on the scoring result, if the leasing/ credit approval is scored AAA, A, BBB and there is no defined reason for excluding automatic decisions.

CAM will generate an automatic refusal, based on the scoring result, if the leasing application is scored "D".

There is one exception: if a potential independent broker (*externer Zuträger*) is flagged in abcfinance GmbH’s systems. An independent broker (*externer Zuträger*) will be systemically flagged if former lessees arranged by this independent broker (*externer Zuträger*) have shown a negative performance during the duration of the executed leasing agreement. In this case, the system produces the feedback ID 10 "excluded from automatic scoring" and a manuel decision must be taken. Even though the lessee might be scored as AAA.

In all other cases, the credit decision must be executed on a manual basis by the credit analyst. The manual credit decision is necessary if the leasing application is scored BB, B, CCC or the leasing application is scored AAA, A, BBB and there is at least one reason rejecting an automatic decision. CAM automatically communicates with Navilease and transmits the scoring result of the leasing request to Navilease. The rating status is transmitted systemically to Navilease as well. If a credit decision has been approved automatically, CAM will transmit the decision to Navilease and the Partnerportal. In case a systemic decision is denied, CAM will send this information to Navilease and the Partnerportal for further processing.

4.2.1. Scorecards

To establish a systemic scoring, different scorecards are used. All scorecards are used universally within the abcgroup. Due to the fact that abcfinance GmbH offers special leasing products in certain branches, scorecards have been developed taking into account certain features which are specific for single branches.

Since 1 February 2017 there are six scorecard models applied when establishing a scoring CAM.
The following scorecard models are applied:

- Main scorecard: Used for companies that cannot be assigned to sector specific scorecards
- Gastro scorecard: Applied for companies in the gastronomy sector (e.g. hotels, restaurants, bars, caterer)
- Services scorecard: Applied for companies offering services (e.g. the provision of financial and insurance activities, the provision of professional, technical and scientific services, the provision of business support services, healthcare and social services, lawyers offices, accountants, external auditors, tax advisors, architects)
- Logistics / Information scorecard: Used for companies in the logistics and information sector (e.g. publishing, telecommunication, information services)
- Trade scorecard: trade with vehicles, maintenance and repair of motor vehicles, wholesale (without trade with vehicles), trade brokerage, retail (without trade with vehicles)
- Manufacturing industries scorecard: food and feed production, beverage production, manufacture of textiles, metal production and metalworking, mechanical engineering, manufacture of motor vehicles and motor vehicle parts.

Validation of scorecards is pursued every one to two years. As a result, either validated or new designed scorecards are put in place. An Upgrade of the scorecard Gastronomy took place in April 2020. At the same time an Upgrade of the rating system was implemented. Validation of the rating system takes place accordingly. Rating and scoring results are monitored regularly. Additionally, an ongoing collection and history of rating and scoring data serves as a basis for validation and development purposes of the used systems and models.

4.2.2. Internal Rating System

Before credit decisions are taken, an initial assessment of counterparty risk is created on the basis of internal and external information, representing the creditworthiness of the lessee. The resulting credit score is mapped to the risk classes shown below.

Risk class	Category	Recommendation
AAA	Green	Automatic approval
A		
BBB		
BB	Yellow	Manual decision
B		
CCC		
D	Red	Automatic rejection

Depending on the resulting score, it is determined whether an automatic decision is adequate or manual processing is needed. An automatic lending decision can result in an approval or in a rejection. The manual decision is undertaken by employees who have the relevant expertise within the given decision-making hierarchy power. The basis for the manual decision is the rating score. In particular, the lessee's ability/ potential to generate income in the future in order to repay the lease is taken into account. The main focus of the credit policy concentrates on the creditworthiness rather than the anticipated remarketing proceeds of the lease objects. Key indicators determining the rating procedure include both quantitative criteria (credit score, annual accounts) and qualitative criteria (qualitative questionnaire):

- Scoring: Statistical analysis of credit files
- Qualitative questionnaire: Inquiring management capabilities, market position, performance and financial condition
- Balance sheet and profit & loss account

The responsibility for development, quality and monitoring of the used risk classification procedures lies solely with the back office of abcbank GmbH.

In case enterprises have an external rating provided by a rating agency (Moody's, S&P, Fitch or from a German rating agency which is recognised by BaFin), no internal rating process is necessary. The lending decisions will be taken based on the external rating. In addition, the external rating will be mapped to abcfinance GmbH`s internal rating model. No internal rating is required either for corporations and institutions governed by public law. The rating result is in such cases always the same rating as the rating given to the Federal Republic of Germany by the rating agencies. The lending decisions will be taken based on the external rating. In addition, the external rating will be mapped to abcfinance GmbH's internal rating model.

4.3. Reasons for Non-Automatic Credit Decision

The reasons leading to non automatic decisions can be distinguished between contractual reasons on the one hand and reasons concerning the creditworthiness on the other hand.

Contractual aspects are <u>for example</u>:
Duration > 72 month; leasing agreement is part of a sale and lease back transaction; residual value or duration time exceeds the defined maximum within the lease object class; residual value >= 0.1% and < 10%; private individuals; company's legal form is unknown; foreign company; lease object classes not being eligible for an automatic decision

Aspects concerning the creditworthiness <u>for example</u>:
The lessee applicant is excluded from the scoring process; credit information is negative; lease applicant belongs to specific branches (e.g. copy shops; tanning salons); no external credit information available; no (external) payment

history information available; creditor is systemically blocked; match between information and black list; dunning level; no automatic decision according to the credit application; branch exterritorial organization or public corporation; the company foundation took place within the last 12 month; Attention: Corona branch list.

Further relevant criteria for manual decisions are:

Scoring is AAA and the risk gap is	>300TEUR
Scoring is A and the risk gap is	>150TEUR
Scoring is BBB and the risk gap is	>100TEUR

4.3.1. Exceptions and Overrides

A negative credit decision through scoring ("**D**") can only be revoked if certain defined exceptional circumstances apply. These are:

- If the lessee is an established portfolio lessee without any arrears in the past 24 month
- If there is an additional recoverable security from a strategic partner of abcfinance GmbH
- Full security through recoverable 100% bank guarantee, security deposit or an assigned deposit at abcbank GmbH
- Change of control in the context of succession with adequate creditworthiness of new owner
- Spin-off companies from established companies
- Change of legal form of a long established company
- Wrong status of lessee in data base of abcfinance GmbH

Prerequisite for a renewed manual credit decision is a formal request by the head of sales of abcfinance GmbH in conjunction with detailed information providing reasons why the credit case should be reassessed. In that case, the credit analysts review the credit decision with regard to the additional information and give their new verdict as a first vote.

An approval of such D-Cases can only be granted by either the team leader of the credit department, the head of the credit department, a managing director or head of department Risk and Contracts (creditmanagement) according to the valid competence schedules (second vote).

4.4. Credit Authorization and Competence Levels

With reference to the aforementioned, credit decisions will systemically be made by the tool CAM. In cases where an automatic decision is not appropriate due to the fact that criteria for an automatic decision are not fully met, a manual decision must be taken.

In this case two votes are required. The first vote can be provided by an employee with a decision-making power outside the requisite hierarchy level. The second vote, on the other hand, has to be decided within the requisite hierarchy level. If the votes are split, credit has to be either rejected or passed on to the next hierarchy level for a decision (escalation procedure). This decision is binding for each decision maker. Only one negative vote is required in order to reject an application.

Substantial changes of the lease agreement, e.g. with regard to the lease object have to be decided by employees on at least the same hierarchy level as the previous decision maker.

Grantings within approved master agreements require that all conditions (exposure, lease object, maturity) are in line with the stated criteria of the master agreement. This has to be checked and documented with date and signature (if the documentation is not made by Navilease) by employees with approval authority. A technical approval can be required by Navilease for leases which have already been approved by the respective hierarchy level. In this case, it is a purely technical approval, since the manual credit decision has already been made – the employee merely verifies that the original approval is in line with the current technical realisation.

For smaller lease sizes there are additional rules. Depending on the risk classification and amount one single credit analyst may possess approval authority.

The authority levels are:

Total Outstanding	Risk Gap	Authority Level	Risk Class
20.000	10.000	Authority Level 1	AAA – CCC
50.000	25.000	Authority from Level 2	AAA – CCC
80.000	40.000	Authority from Level 4	BB – CCC
120.000	60.000	Authority from Level 4	AAA - BBB

4.5. Payment Conditions and Insurance

Payments are made by way of direct debit, cheque or credit transfer mainly on a monthly or quarterly basis on the equivalent accounts of the lessors held by Deutsche Bank AG. Other payment rhythms are yearly, six-monthly or seasonal payments. The majority of the monthly payments are made on the 1st business day of each month, some of these monthly payments on the 14th business day of each month. As common in the leasing business, payments are made in advance.

In order to safeguard the asset, the lessee must insure the leased asset at its own expense and at replacement value against all risks customary in its industry. The lessee must submit an application for the issue of a security certificate within four weeks of taking the leased item into possession and the confirmation / security certificate of the insurer within eight weeks of taking the leased item into possession. A security certificate must be presented for orders of more than:

Higher than	TEUR	100	Single object value for cars
Up to	TEUR	100	Single object value for trucks
Up to	TEUR	100	Single object value for other lease objects

The lessees have the opportunity to choose between an individual insurance company or an insurance company proposed by abcfinance GmbH. A framework contract is in place between Württembergische Versicherung AG (insurance company) and abcfinance GmbH. This framework agreement is the basis for individual contracts with the lessee. However, the lessee is obliged to insure the lease object at its own costs. In case the lessee chooses Württembergische Versicherung AG insurance, the lease objects (in this case technical facilities) have a minimum coverage for:

• operational errors, unskilfulness, negligence
• electrical overcurrent, induction, short-circuit
• fire, strike of lightening, explosion or implosion
• theft and burglary;
• water, moisture, flooding
• damage incurred by third parties, sabotage, vandalism
• force majeure
• construction, material or execution error

The insurance premium is arranged on an individual basis and depends on the value and loss susceptibility of the relevant lease object.

4.6 Valuation of Lease Objects:

abcfinance GmbH provides up to 145 lease object groups to its lessees. In order to rate the lease objects, they are clustered into 8 object recovery groups which reflect the level of enforceability of each lease object:

1. Lease objects with unsecured portion of 20% (including)
2. Lease objects with unsecured portion of 30% (including)
3. Lease objects with unsecured portion of 40% (including)
4. Lease objects with unsecured portion of 50% (including)
5. Lease objects with unsecured portion of 60% (including)
6. Lease objects with unsecured portion of 75% (including)

7. Lease objects with unsecured portion of 85% (including)
8. Lease objects with unsecured portion of 100% (including)

Lease objects with an unsecured portion of 20% indicate the highest rate of enforceability and as a consequence indicates the object group with the highest rating. The decision which object group belongs to which object recovery group is to be approved and decided by management of abcfinance GmbH. If a new object group is to be implemented, the divisional manager passes the issue to the management board, where this issue is discussed in the strategy committee. The allocation of lease objects to a specific recovery group depends on a depreciation table ("AfA-Table"), historical data and the assessment of external professional staff, who are specialized in the relevant object group.

Lease Object Value assessments before payment: there will be a lease object value assessments if (a) the supplier is not a customary supplier of such type of lease object, (b) the lease object is too expensive relatively to the financial situation of the lessee or the supplier or (d) if no machine number is available to identify the lease object. The credit analyst of abcfinance GmbH can decide if a lease object value assessment is necessary in addition to the above-mentioned criteria.

Lease Object Value assessments after payment: lease object value assessments are necessary if the lease object value is higher than 150 TEUR.

The lease object inspection will be performed by an external company/servicer. The lease object value assessment should at least cover the following: existence and identification of the lease object with the aid of the machine number, description of the lease object, confirmation if the lease object is new or used. The lease object should be clearly identified by a label and photography.

4.7 Scoring of Suppliers:

In every case the lessor will request information with respect to the suppliers from Creditreform. This will include general information like, *inter alia*, the organization type, the ownership and sector. Specific information, like balance sheet figures, made affidavit (*eidesstattliche Versicherung*), the existence of insolvency, the payment history etc. is analysed by credit analysts. On this basis, each supplier is scaled from 100 to 600. The scaling ranges from 100 to 499, 500 and 600. The index 100 describes suppliers with the best creditworthiness, whereas 600 describes suppliers with the worst creditworthiness, which are mostly in insolvency. Suppliers are accepted when their creditworthiness index is not higher than 300, which reflects the internal limit. In addition, the lessor makes also use of historical data to finalize its credit assessment. Historical data is mapped by the system Navilease. If the historical data shows that a supplier does not satisfy the internal minimum standard of creditworthiness, such supplier is blocked by the credit analyst without any chance to choose such supplier for further deals going forward.

5. Prepayment:

abcfinance GmbH uses a system based report generated in Navilease by the department portfolio management to identify lease agreements which are due to mature soon. If this is the case for a lease agreement, the portfolio management division will inform the responsible sales persons thereof. Three months prior to maturity of the lease agreement, lessees are informed by their sales person or by the commissioned sales person about the upcoming maturity. This procedure covers lease agreements with a fixed maturity. In the case a lease agreement is automatically extended, the lessee will not be contacted. The lessee has the opportunity to terminate the lease agreement in accordance with the provisions agreed upon in such lease agreement. The lessor will then calculate the remaining amount representing a charge for the early termination. In this context, prepayments include the sum of outstanding interest and principal payments.

6. Servicing and Further Processing of Leases

The responsibility for the further processing of the lease agreements lies with the portfolio management sector of abcfinance GmbH.

The key principles and goals of the portfolio management department are to minimize risks and damages from bad debt by maintaining close customer contact and ensuring early response times, as well as to generate additional earnings through interest profits with early termination of leasing agreements. Also post-contractual profits through subsequent revenues (*Nacherlöse*) are targeted. In addition, the portfolio management department is responsible for establishing and maintaining long term customer relationships and supporting follow-up business with these clients.

The portfolio management division consists of round about 70 employees who have been with the company in single cases for up to twenty years and who have an average specific work experience of roughly 7 years. These are experienced employees with a profound knowledge about industry.

The portfolio management sector is split up in three departments, the department "Servicing", the department "Valuation & Remarketing" and the department "Bad Debt", with each department staffed appropriately.

Whether the lessee complies with the terms of the respective lease agreement is constantly monitored. Counterparty risks are assessed annually, whereby the intensity of the ongoing assessments depends on the risk content of the exposure. Any information which is important from a risk point of view has to be communicated immediately to the responsible staff, to the extent necessary, the management board and, where appropriate, internal audit, so that appropriate measures and/or audits can be initiated at an early stage (*ad hoc* reporting).

Address changes of lessees are processed in the Servicing Department. In case one of the lessees informs abcfinance about an address change inside of Germany, the employee of the Servicing Departments deposits the new contact data in our leasing IT system. Address change inside of Germany does not automatically lead to the activation of the Deemed Collection process. An address change outside of Germany results in a repurchase of the relevant lease receivable of the ABS portfolio by abcbank GmbH. By using the implemented working processes the relevant information of such an address change (outside of Germany) will be provided from abcfinance to abcbank. Afterwards abcbank is able to initiate the necessary steps for a repurchase of the corresponding lease receivable.

7. Dunning Procedures, Intensive Care Process and Bad Debt Handling; Written-Off Receivables

7.1 Methods of Payments

Direct debit is abcfinance GmbH’s dominant type of payment collection, constituting the vast majority of cases. The overall strategy is to obtain permission from the lessees for direct debit since this supports effective monitoring and controlling procedures. At two different dates of each month payments are automatically monitored, first date is at the beginning of the month, second date is mid month. In case of an arrear of >20 € a payment reminder for the lessee is generated automatically.

7.2 Dunning Process

A structured and organized dunning process with defined steps of events and corresponding reactions and measures is established and works. The process is explained in this chapter:

Payment Request (*Zahlungsaufforderung*)
14 days after payment due date (monthly rate or purchase price).
The payment request will be automatically generated and sent out to the lessee. As part of the First Reminder a dunning fee will be charged and the lessee will be notified that if no payment is received, debt collection measures will be initiated.

Debt Collection Reminder (*Inkassomahnung*) and involvement of the Intensive Care Team
45 days after payment due date the last payment request will be automatically generated. In principle, the intensive care process starts at this stage and the intensive care team takes over the process. At this time the lessee is in arrears with two (2) lease instalments.

Guarantors are informed simultaneously. Contracts with arrears within the first six months are also passed over to the intensive care process in order to ensure a close monitoring of those lessees.

Intensive care treatment is customer related, i.e. if a lessee has multiple contracts then one contract dealt with by the intensive care team is sufficient in order to apply the intensive care process to all other contracts of that customer (one point of contact).

Debt collection by phone is mainly used as a collection method within the intensive care team. In that way, relevant information about the lessee is gathered such as, *inter alia*:

- Potential fraud risk
- Collateral situation
- Location and condition of the lease object
- Economic circumstances

The main objective is to jointly find a solution with the lessee. If required, an appropriate payment schedule can be arranged.

Finally, the potential outcomes at this stage are the following:

- The lessee pays or a joint agreement is found
- The contract is passed over to the Bad Debt Department

After the last grace period, stated in the debt collection reminders (*Inkassomahnung*), has expired without any payments received or any alternative agreement reached, the contract is internally handed over to the Bad Debt Department.

7.2.2. Dunning Process with three dunning stages

Due to a release change of abcfinance core computer system "Navilease" from version 3.7 to version 2015 in 2018 abcfinance changed the dunning process from a three stage dunning method to a two stage method. The experience of the first months after the release change shows that the transformation of the dunning process is associated with considerable additional procedural efforts. As a consequence thereof the dunning process will be changed from the two step method to the former three step method.

<u>First Reminder</u>

14 days after payment due date (monthly rate or purchase price).

<u>Second Reminder</u>

30 days after payment due date (monthly rate or purchase price).

Warrantors are informed simultaneously.

<u>The first and the second payment request will be automatically generated and sent out to the lessee.</u>

<u>Third Reminder and involvement of the intensive care team</u>

45 days after payment due date the last payment request will be automatically generated. At this stage each individual case is checked by an employee. If the situation is still unchanged, e.g. no incoming payment can be seen on the relevant collection account, the last payment request will be sent out to the lessee. In principle, the intensive care process starts at this stage and the intensive care team takes over the process. Contracts with arrears within the first six months are also passed over to the intensive care process in order to ensure a close monitoring of those lessees.

Intensive care treatment is customer related, i.e. if a lessee has multiple contracts then one contract dealt with by the intensive care team is sufficient in order to apply the intensive care process to all other contracts of that customer (one point of contact).

Debt collection by phone is mainly used as a collection method within the intensive care team. In that way, relevant information about the lessee are gathered such as, *inter alia*:

- Potential fraud risk
- Collateral situation
- Location and condition of the lease object
- Economic circumstances

The main objective is to jointly find a solution with the lessee. If required, an appropriate payment schedule can be arranged.

Finally, the potential outcomes at this stage are the following:

- The lessee pays or a joint agreement is found
- The contract is passed over to the Bad Debt Department

Dunning Level: 040

After the last grace period, stated in the third payment request, has expired without any payments received or any alternative agreement reached, the contract is internally handed over to the Bad Debt Department.

7.3 Bad Debt Department and Legal Action

The key goal of the Bad Debt Department is to minimise risks and costs and at the same time to ensure the highest possible income proceeds for the respective contracts under supervision.

Contracts are mainly transferred to the Bad Debt Department for processing in case of a lessee's insolvency, a total loss or theft of a leasing object, the occurrence of unfavourable circumstances and if a lessee is in arrears with its lease installments.

The lessor may terminate the contractual relationship with a lessee for good cause if such lessee is e.g., in whole or in part, in arrears with two consecutive lease installments. However, before terminating a lease agreement, the Bad Debt Department will try to reach individual arrangements with the respective lessee such as the renegotiation of the payment schedules, excluding cases of the lessee's insolvency and fraud.

The Bad Debt Department consists of experienced employees, organised in five appropriately staffed teams. The responsibilities are assigned according to distribution channels/ subsidiaries on the one hand and remarketing and valuation of lease objects on the other hand. On average, the personnel with abcfinance GmbH has a period of employment of 8,6 years.

Its most important tasks are to gain relevant information within a quick reaction time, to prepare court orders, remarket lease objects, fix settlements, terminate contracts, raise claims to suppliers and guarantors and to develop deferrals and payment schedules. If applicable, alterations of contracts will be considered as well.

The mandatory legal collection process is executed by an external debt collection agency named Proceed Collection Services GmbH. The company was established in 1997 and has its company office in Essen. Proceed Collection Services GmbH is part of the Lowell Group a well-known and internationally leading debt collection service provider. There is also a long established cooperation with a Cologne based law firm, Jennißen & Partner, which is specialised in insolvency law and litigation in the leasing business.

A mandatory four eyes principle (*vier Augen Prinzip*) is in place within the department and the team is specialised in the remarketing of the various lease object types. Each employee is assigned with a respective contract/ case in order to secure a one point contact to the lessee.

The valuation of the collateral is supported by an exact classification of each lease object according to a specific remarketing class, which is electronically registered. This classification is the basis for the write-off process which defines the collateral value for each lease object at a specific point of time. The accuracy of this valuation is reviewed each year.

The Bad Debt Department has the option to use external agents in cases where required knowledge cannot be provided by internal resources, e.g. for the purpose of remarketing specific lease objects (see below point 8).

7.4 Risk Provisioning and Write-off Principles, Written-Off Receivables

7.4.1 Risk Provisioning and Write-off Principles

Due to risk provisioning requirements, *specific provisions* (EWB) as well as *collective provisions* (PWB) are formed. The amount of the *specific provisions* is calculated by reviewing each individual claim and determining whether and to what extent its realisation is doubtful. Exposures which are considered to be similar with respect to their counterparty risk are grouped. For those exposures the amount *of the collective provision* is calculated by applying a fixed percentage of the total lessees to the grouped exposures. This percentage is based on abcgroup's historical lease default & recovery experience.

When a contract reaches the Dunning Level 040 in the dunning process, an automatic write-off procedure is triggered. The general rule for writing off leasing agreements is as follows:

	Remaining residual book value of lease object
plus	Net amount outstanding
minus	Collateral amount (lease object plus other collateral)
=	**Automatic write-off suggestion**

Hire purchased contracts are written off according to the following scheme:

	Hire purchase receivables not yet due
plus	Net amount outstanding
minus	Security (lease object plus other collateral)
minus	Hire purchase fees
=	**Automatic write-off suggestion**

Automatic write-off suggestions can only be revoked by employees in accordance with pre-defined competence levels.

In addition to individual loss provisions, generalised single loss provisions are taken into account when assessing the status of the contract (dunning process). Additionally, there is a general loss provision on the overall undisturbed portfolio.

7.4.2 Written-Off Receivable

A receivable will be fully written-off if the following conditions are satisfied

1. Collection activities such as dunning process / remarketing measures are discontinued because of economic reasons and no more recoveries are expected

2. such receivable is written-off according to the above described principles set out in 7.4.1 and has been given the status of "fully written-off" by the Bad Debt Department

8. Remarketing of Lease Objects

The responsibility for liquidation of the lease objects lies within the Bad Debt Department. With that regard a differentiation between the remarketing of cars/vehicles and other lease object types is made.

Within the remarketing process abcfinance GmbH works in cooperation with external agents. The following tasks are typically executed by external agents:

- Visits to customer/ lease objects
- Fraud control
- Lease objects valuations
- Retrieving of lease objects
- Remarketing expertise with specific objects

8.1. Remarketing of Cars/ Vehicles and Other Lease Objects

abcfinance GmbH has an established cooperation network with external agents. For instance, the remarketing of personal cars is pursued in a Germany-wide auction. These relationships are constantly reviewed. Before a new external agent is accepted as a cooperation partner, there is an extensive trial period (at least six month), during which the potential partner is tested.

As soon as the cars/vehicles are valued by an independent and certified estimator/ expert, abcfinance GmbH starts the remarketing process.

On the basis of the provided information, abcfinance GmbH sends the valuation (excluding the abcfinance GmbH price estimate) to roughly 60 dealers throughout Germany which are regular participants of the auctions. The dealer offering the best price is allocated with the car/vehicle.

With respect to other types of lease objects, abcfinance GmbH uses - as mentioned above - external support provided by dealers or external agents having special knowledge regarding the specific market segment.

8.2. Written Off Receivables

A receivable will be fully written-off if the following conditions are satisfied

1. Collection activities such as dunning process / remarketing measures are discontinued because of economic reasons and no more recoveries are expected,

2. such receivable is written-off according to the above described principles set out in 7.4 and has been given the status of "fully written-off" by the Bad Debt Department.

9. Additional Information

Due to the arrival of the Covid-19 Pandemic at the beginning of the year, we added the following useful information with reference to the relevant chapter in the above C&C-description. The economic impact of Covid-19 Pandemic leads to temporarily adaptions of the following processes.

9.1. Additional Information: 4.3. Reasons for Non-Automatic Credit Decision

Some industries are particular negatively affected by the Covid-19 Pandemic. This is the reason why a “Corona branch list” was developed. The list contains industry groups which belong to lessees who have made an increased number of deferral requests compared to other industries groups. The duration of the usage and the future handling of the branch list depends on the further development of the Covid-19 Pandemic.

9.2. Additional Information: 6. Servicing and Further Processing of Leases

The Servicers have received significant amounts of applications from Lessees for deferral of payments of the Lease Instalments under the related Lease Agreements due to the Covid-19 Pandemic. So there are two different ways to deal with deferral of payments.

1) Granting of an extended payment term (General Measures)

The payment term can be extended by the following options: 90 days, 60 days or 30 days

- The prerequisite for changing the payment deadline is that the customer is free of arrears or only arrears in instalments from the beginning of the corona crisis in March 2020.
- A quick check is carried out up to a total commitment of EUR 500 thousand:
- Verification that the arrears have in fact only occurred since the outbreak of Corona in 03/2020 (no granting of an extended payment target/no payment schedule change in the simplified procedure for arrears before 03/2020)
- Verification that the industry is actually affected by Corona

- For total liabilities of EUR 500 thousand or more, the current financial situation is completely reviewed by a credit analyst.

2) Individual Case Decisions (Exceptional cases)

Due to the Covid-19 situation, individual case decisions are necessary for the processing of deferral requests which in exceptional cases can lead to a change in the payment plan. For this purpose, an approval template is usually created and a written proposal is sent to the customer after internal approval. After written acceptance by the customer, the system carries out the implementation and sends a letter of confirmation to the customer. A change of payment plan is an exceptional case and leads to a release (deemed collection) from the various ABS transactions.

THE ISSUER

Establishment and Registered Office

abc SME Lease Germany SA has been incorporated as a Luxembourg *société anonyme* on 9 July 2013 and has been registered with the Luxembourg trade and companies register under number B178866. abc SME Lease Germany SA acts in respect of its Compartment 7. It operates under the laws of Luxembourg. The legal entity identifier (LEI) of abc SME Lease Germany SA is 549300OFZLZPYBUBLU38.

abc SME Lease Germany SA has been established as a special purpose vehicle for the purpose of entering into one or several securitisation transactions.

abc SME Lease Germany SA has been incorporated for an unlimited duration. abc SME Lease Germany SA's registered office and principal place of business is 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg, telephone: +352 26 02 491, the location at which the abc SME Lease Germany SA's register of shareholders is kept. The entire authorised and issued share capital in abc SME Lease Germany SA is wholly-owned by Stichting abc SME Lease Germany a foundation (*Stichting*) established under the laws of The Netherlands with registered office at Barbara Strozzilaan 101, NL-1083 HN Amsterdam, The Netherlands and registered with the Amsterdam Chamber of Commerce under number 58246649 (see "— Capitalisation" below).

Corporate Purpose of abc SME Lease Germany SA

The articles of incorporation of abc SME Lease Germany SA may be inspected at the registered office of abc SME Lease Germany SA and are available at the Luxembourg trade and companies register and are published in the Luxembourg official gazette.

The corporate objects of abc SME Lease Germany SA are the entering into and the performance of any transactions permitted under the Securitisation Law, including, *inter alia*, the acquisition and assumption, by any means, directly or through another vehicle, of risks linked to claims, other assets (including, without limitation, any kind of securities), moveable or immoveable, tangible or intangible, receivables or liabilities of third parties or pertaining to all or part of the activities carried out by third parties (the "**Underlying Assets**") and the issuing of securities the value or return of which is dependent upon such risks as defined in the Securitisation Law (each, a "**Securitisation**").

abc SME Lease Germany SA may carry out any transactions which are directly or indirectly connected with its corporate object at the exclusion of any banking activity and engage in any lawful act or activity and exercise any powers permitted for securitisation vehicles under the Securitisation Law, to which abc SME Lease Germany SA is subject, that, in either case, are incidental to and necessary or convenient for the accomplishment of the above mentioned purposes, provided that the same are not contrary to the foregoing purposes.

abc SME Lease Germany SA may not issue transferable securities on a continuous basis to the public within the meaning of the Securitisation Law.

The board of directors of abc SME Lease Germany SA may, whether within the context of a Securitisation programme or not, create specific compartments composed of certain specific securities, instruments, claims, other assets, and/or risks relating thereto (the "**Compartments**"). abc SME Lease Germany SA may issue series or tranches of securities whose value or yield is linked to one or more specific Compartments or to specific assets or risks or whose repayment is subject to the repayment of other instruments or certain claims. Where rights of investors or creditors relate to a Compartment or have arisen in connection with the creation, the operation or the liquidation of a Compartment, such rights are limited to the assets of that Compartment. The assets of a Compartment are exclusively available to satisfy the rights of investors in relation to that Compartment and the rights of creditors whose claims have arisen in connection with the creation, the operation or the liquidation of that Compartment. As between holders of securities issued by abc SME Lease Germany SA, acting in respect of its different Compartments, each Compartment will be treated as a separate entity.

Where any asset is derived from another asset, such derivative asset will be allocated to the same Compartment as the assets from which it was derived and where abc SME Lease Germany SA incurs a liability which relates to any asset of a particular Compartment or to any action taken in connection with a particular Compartment or its assets, such liability will be allocated to the relevant Compartment.

In case where any asset of abc SME Lease Germany SA is not attributable to a particular Compartment, the board of directors of abc SME Lease Germany SA will have the discretion to determine the basis and the extent upon which any such assets will be allocated or apportioned between Compartments.

In case where any fees, costs, expenses or other liabilities incurred cannot be considered as being attributable to a particular Compartment, such fees, costs, expenses or other liabilities will be considered as a general liability incurred on behalf of abc SME Lease Germany SA as a whole, unless otherwise determined by the board of directors, and such fees, costs, expenses and other liabilities will be general liabilities of the Issuer and will not be borne by the assets of any of the Compartments.

abc SME Lease Germany SA may sell, assign, re-acquire and dispose of any and all of the Underlying Assets through any means (including by way of sale, assignment, exchange, contribution or through derivative or swap transactions) as described in the terms and conditions of the relevant securities or the relevant prospectus or information memorandum and in general manage the Underlying Assets on a continuous and ongoing basis.

abc SME Lease Germany SA may in the context of its Securitisations proceed with (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, bonds, debentures, notes and other securities or financial instruments of any kind and contracts thereon or related thereto, and (iii) the ownership, administration, development and management of a portfolio (including, among other things, the assets referred to in (i) and (ii) above). abc SME Lease Germany SA may further acquire, hold and dispose of interests in partnerships, limited partnerships, trusts, funds and other entities. abc SME Lease Germany SA may grant any kind of security interests under any law to any trustee, security trustee, security agent, fiduciary-representative or any other person representing the investors or any other party involved in the Securitisation or with whom abc SME Lease Germany SA entered into agreements in connection with a Securitisation in order to secure its payment or other obligations under any agreement to be entered into by abc SME Lease Germany SA in connection with a Securitisation. abc SME Lease Germany SA may enter into any agreement or instruments (including, without limitation, derivatives) and may issue, sign, approve or ratify any document and may do and allow all things and acts which are necessary to prepare, carry out and wind up or are incidental to, a Securitisation.

abc SME Lease Germany SA may assign or transfer part or all of the Underlying Assets, however only in accordance with and subject to the terms and conditions of the securities to be issued and the contractual provisions of the agreements to be entered into in connection with the Securitisation.

In case of any further securitisation transactions of abc SME Lease Germany SA, the transactions will not be cross-collateralised or cross-defaulted.

abc SME Lease Germany SA can perform all commercial, technical and financial or other operations, which are directly or indirectly connected or useful to facilitate the accomplishment of its purpose.

Since its incorporation, abc SME Lease Germany SA has not engaged in any activities other than those incidental to its incorporation under the Securitisation Law, other than in respect of its Compartment 1, its Compartment 2, its Compartment 3, its Compartment 4, its Compartment 5, its Compartment 6 and the creation of Compartment 7, the authorisation and issuance of the Notes and the authorisation and execution of the other Transaction Documents and such other documents referred to or contemplated in this Prospectus to which it is or will be a party and the execution of matters which are incidental or ancillary to the foregoing.

abc SME Lease Germany SA has not previously carried out any business or activities other than (i) those incidental to its incorporation, (ii) entering into certain transactions prior to the issue of the Notes with respect to the securitisation transaction contemplated herein, (iii) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 18 July 2013 (the "**Compartment 1**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to Compartment 1, including but not limited to the purchase of receivables, the granting of security and the opening of accounts, (iv) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 24 April 2015 (the "**Compartment 2**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to

Compartment 2, including but not limited to the purchase of receivables, the granting of security and the opening of accounts, (v) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 10 May 2016 (the "**Compartment 3**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to Compartment 3, including but not limited to the purchase of receivables, the granting of security and the opening of accounts, (vi) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 29 May 2017 (the "**Compartment 4**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to Compartment 4, including but not limited to the purchase of receivables, the granting of security and the opening of accounts, (vii) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 16 May 2018 (the "**Compartment 5**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to Compartment 5, including but not limited to the purchase of receivables, the granting of security and the opening of accounts, and (viii) those with respect to the compartment (within the meaning of the Luxembourg Securitisation Law) created by a resolution of the board of directors of abc SME Lease Germany SA dated 4 September 2019 (the "**Compartment 6**") and the exercise of rights and powers and other activities reasonably incidental to a securitisation transaction carried out with respect to Compartment 6, including but not limited to the purchase of receivables, the granting of security and the opening of accounts.

abc SME Lease Germany SA acting in respect of its Compartment 1 has issued EUR 198,500,000 Class A Fixed Rate Amortising Notes due October 2021, EUR 19,500,000 Class B Fixed Rate Amortising Notes due October 2021, EUR 18,100,000 Class C Fixed Rate Amortising Notes due October 2021 and EUR 43,600,000 Class D Variable Rate Amortising Notes due October 2021 pursuant to a prospectus dated 21 October 2013 (the "**Compartment 1 Notes**").

In relation with the issue of the Compartment 1 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 17 October 2013.

abc SME Lease Germany SA acting in respect of its Compartment 2 has issued EUR 382,700,000 Class A Fixed Rate Amortising Notes due December 2026, EUR 30,800,000 Class B Fixed Rate Amortising Notes due December 2026, EUR 29,300,000 Class C Fixed Rate Amortising Notes due December 2026 and EUR 60,200,000 Class D Variable Rate Amortising Notes due December 2026 pursuant to a prospectus dated 17 August 2015 (the "**Compartment 2 Notes**").

In relation with the issue of the Compartment 2 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 17 August 2015.

abc SME Lease Germany SA acting in respect of its Compartment 3 has issued EUR 349,900,000 Class A Fixed Rate Amortising Notes due July 2027, EUR 29,200,000 Class B Fixed Rate Amortising Notes due July 2027, EUR 19,500,000 Class C Fixed Rate Amortising Notes due July 2027 and EUR 34,700,000 Class D Variable Rate Amortising Notes due July 2027 pursuant to a prospectus dated 17 October 2016 (the "**Compartment 3 Notes**").

In relation with the issue of the Compartment 3 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 17 October 2016.

abc SME Lease Germany SA acting in respect of its Compartment 4 has issued EUR 296,100,000 Class A Fixed Rate Amortising Notes due August 2028, EUR 30,300,000 Class B Fixed Rate Amortising Notes due August 2028, EUR 22,000,000 Class C Fixed Rate Amortising Notes due August 2028 and EUR 18,400,000 Class D Variable

Rate Amortising Notes due August 2028 pursuant to a prospectus dated 14 August 2017 (the "**Compartment 4 Notes**").

In relation with the issue of the Compartment 4 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 14 August 2017.

abc SME Lease Germany SA acting in respect of its Compartment 5 has issued EUR 401,300,000 Class A Fixed Rate Amortising Notes due August 2026, EUR 45,900,000 Class B Fixed Rate Amortising Notes due August 2026, EUR 24,800,000 Class C Fixed Rate Amortising Notes due August 2026 and EUR 24,900,000 Class D Variable Rate Amortising Notes due August 2026 pursuant to a prospectus dated 14 August 2018 (the "**Compartment 5 Notes**").

In relation with the issue of the Compartment 5 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 14 August 2018.

abc SME Lease Germany SA acting in respect of its Compartment 6 has issued EUR 428,100,000 Class A Fixed Rate Amortising Notes due November 2028, EUR 42,800,000 Class B Fixed Rate Amortising Notes due November 2028 and EUR 41,800,000 Class C Variable Rate Amortising Notes due November 2028 pursuant to a prospectus dated 13 November 2019 (the "**Compartment 6 Notes**").

In relation with the issue of the Compartment 6 Notes, abc SME Lease Germany SA has entered into a corporate administration agreement, a receivables purchase agreement, a subscription agreement, an agency agreement, an accounts agreement, a back-up servicing agreement, a cash administration agreement, a lessor collection accounts pledge agreement, a data trust agreement, a servicing agreement, a subordinated loan agreement and a trust agreement, each dated 13 November 2019.

Directors

The number of members of the board of directors of abc SME Lease Germany SA is not subject to a maximum but may not be less than three or, if abc SME Lease Germany SA has only one shareholder, not less than one.

The first directors have been appointed by the shareholder meeting following the incorporation of abc SME Lease Germany SA. The shareholder of abc SME Lease Germany SA may appoint any person as director or remove any director from office by way of ordinary shareholder resolution at any time (with or without cause). In the event of a vacancy in the office of a director because of death, retirement or otherwise, the remaining directors may elect, majority vote, a director to fill such vacancy until the next meeting of shareholders. Members of the board of directors may, by power of attorney or otherwise appoint any person to be the agent of abc SME Lease Germany SA for such purposes and on such conditions as they determine.

The board of directors will meet upon call of the chairman or two directors at the place indicated in the notice of meeting.

The directors of abc SME Lease Germany SA and their respective business addresses and other principal activities are:

Name	Business Address	Other Principal Activities	Date of Appointment
Geraldo Pinto Da Silva Santos	22-24 Boulevard Royal, L-2449 Luxembourg Luxembourg	Assistant Team Leader at Circumference FS (Luxembourg) SA	3 September 2020
Meenakshi Mussai Ramassur	22-24 Boulevard Royal, L-2449 Luxembourg Luxembourg	Senior Team Leader at Circumference FS (Luxembourg) SA	22 March 2019
Zamyra Heleen Cammans	22-24 Boulevard Royal, L-2449 Luxembourg Luxembourg	Managing Director of Circumference FS (Luxembourg) SA	22 March 2019

Principal Bankers of abc SME Lease Germany SA

The principal bankers of abc SME Lease Germany SA are The Royal Bank of Scotland International Limited, Luxembourg Branch of 46 Avenue J.F. Kennedy, L-1855 Luxembourg-Kirchberg, Luxembourg registered with the Luxembourg trade and companies register under number B210016.

Management and Principal Activities

In respect of Compartment 7, the activities of the abc SME Lease Germany SA will principally be the issue 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 Relevant Receivables, the Related Collateral and the exercise of related rights and powers and other activities reasonably incidental thereto.

In respect of Compartments other than Compartment 7, the principal activities of abc SME Lease Germany SA will be 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 can be structured as a singular or as a revolving purchase of assets (or other assumption of credit risk) and will be separate from all other Securitisations entered into by abc SME Lease Germany SA To that end, each Securitisation carried out by abc SME Lease Germany SA will be allocated to a separate Compartment.

Capitalisation

The following shows the capitalisation of abc SME Lease Germany SA as of 14 October 2020, adjusted for the issue of the Notes:

Share Capital

The subscribed share capital of abc SME Lease Germany SA is EUR 31,000 comprising 31 shares of EUR 1,000 each fully paid up as of the date of this Prospectus. The entire authorised and issued share capital of the Issuer is held by Stichting abc SME Lease Germany a foundation (*Stichting*) established under the laws of The Netherlands with registered office at Barbara Strozzilaan 101, NL-1083 NH Amsterdam, The Netherlands and registered with the Amsterdam Chamber of Commerce under number 58246649.

Loan Capital as of the Note Issuance Date

EUR 462,900,000 Notes due October 2031.

EUR 1,500,000 of outstanding advances under all Subordinated Loans.

Employees

abc SME Lease Germany SA will have no employees.

Property

abc SME Lease Germany SA will not own any real property.

General Meetings

All general meetings of abc SME Lease Germany SA other than annual general meetings will be called extraordinary general meetings.

Litigation

abc SME Lease Germany SA has not been engaged in any governmental, litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which abc SME Lease Germany SA is aware), during the last 12 months as of the date of this Prospectus, which may have a significant effect on its financial position or profitability.

Material Adverse Change

Since the date of its last published audited financial statements (31 December 2019), there has been no material adverse change in the financial or trading position or the prospects of abc SME Lease Germany SA.

Fiscal Year

The fiscal year of abc SME Lease Germany SA commences on the first day of January and concludes on the last day of December each calendar year.

Financial Statements and Auditors

abc SME Lease Germany SA's statutory auditors are Deloitte Audit S.à.r.l., of 20, Boulevard de Kockelscheuer, L-1821 Luxembourg, Luxembourg who are independent and duly authorised auditors (*réviseur d'entreprises agrée*) and are members of the Institut des Réviseurs d'Entreprises in Luxembourg.

The first business year began on 9 July 2013 and ended on 31 December 2013. PricewaterhouseCoopers S.à.r.l. as the former statutory auditor of abc SME Lease Germany SA audited the financial statements of abc SME Lease Germany SA for the period from 1 January 2016 to 31 December 2016. Deloitte Audit S.à.r.l. as the current statutory auditor of abc SME Lease Germany SA audited the financial statements of abc SME Lease Germany SA for the period from 1 January 2017 to 31 December 2017, from 1 January 2018 to 31 December 2018 from 1 January 2019 to 31 December 2019, respectively.

The audited financial statements for the business years 2018 and 2019 are reproduced in the "FINANCIAL SECTION". Copies of the full financial statements for the business years 2018 and 2019 are available as set out in "GENERAL INFORMATION — Availability of Documents".

The audited financial statements for the business years 2018 and 2019 have been filed with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*).

THE SELLER

Incorporation and Ownership

abcbank GmbH is a banking institution under the laws of Germany under registration number HRB 72988 based in Cologne, Germany. It is subject to the supervision of the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the German Central Bank (*Deutsche Bundesbank*) in accordance with the German Banking Act (*Kreditwesengesetz*). abcbank GmbH is part of Wilh. Werhahn Group which is based in Neuss, Germany an affiliate of the leasing company abcfinance GmbH.

History

In 2004, the predecessor entity of *abcbank GmbH* became part of abcfinance Group as "*WW Bank GmbH*". As part of the new corporate identity under the new *abcfinance Group* umbrella brand, WW Bank was renamed to *abcbank GmbH* in 2009. Using abcbank GmbH as a basis, a new bank for car financing named "*Bank11 für Privatkunden und Handel GmbH*" entered the market in 2010 and *abcbank GmbH Cologne branch* became a branch of *Bank11 für Privatkunden und Handel GmbH*. In August 2011, the former entity of *abcbank GmbH Cologne branch* acquired a full banking license and therefore, the former *abcbank GmbH Cologne branch* was separated from *Bank11 für Privatkunden und Handel GmbH* and its business activities were transferred into the newly founded abcbank GmbH.

Business Activities

abcbank GmbH shares its headquarter and management with abcfinance GmbH and is an integral part of the overall strategy of the Wilh. Werhahn Group. abcfinance GmbH and its subsidiaries (the "**abcfinance Group**") offer, *inter alia*, tailored financial services in the leasing and factoring segments for small and mid-sized German companies.

As of the date hereof, the business activities of abcbank GmbH is to refinance abcfinance Group's leasing and factoring business and to offer private, commercial, and institutional providers investment products in form of overnight money, time deposits, fixed term deposits, and bonds savings.

The information under the header "THE SELLER" has been provided by abcbank GmbH and the Issuer assumes no responsibility therefor.

THE LESSORS AND THE SUB-SERVICERS

abcfinance GmbH was founded as *ABC Leasing GmbH* in 1976 by Wilh. Werhahn KG as sole shareholder. From the start the head office is in Cologne, Germany. In 2005, *ABC Factoring GmbH* was founded and started its business. As part of the new corporate identity and umbrella brand it was merged into abcfinance GmbH in 2008. abcfinance GmbH has several subsidiaries: *inter alia*, *DeTeWe Finance GmbH, ETL Finance GmbH & Co. KG, Hako Finance GmbH, milon financial services GmbH, Dresdner Factoring AG, abcfinance B.V.*, *abcfinance GmbH* in Austria and *Schneidereit Finance GmbH.*

abcfinance GmbH provides financing solutions for direct customers and branded leasing contracts for branches and groups of customers. One example are the financing solutions for office equipment through the brand name *office solutions*.

milon financial services GmbH is a joint venture by abcfinance GmbH and milon industries GmbH founded and based in Cologne in 2007. abcfinance GmbH holds 69% of the company's shares. milon industries GmbH as the market leader in leisure and fitness facilities uses the company in order to sales finance its products. The well-known milon cycles are not only used in gyms, but also in physiotherapeutic studios and rehabilitation clinics.

ETL Finance GmbH & Co. KG was established in 2005 originally as ETL Leasing GmbH & Co. KG and renamed ETL Finance GmbH & Co.KG on 13 August 2020. ETL Finance GmbH & Co. KG is a joint venture of Europen Tax & Law (the "**ETL Group**") and abcfinance, with abcfinance GmbH owning 51% of the shares in ETL Finance Verwaltungsgesellschaft mbH. ETL Finance GmbH & Co. KG is part of the ETL Group. The ETL Group is a multinational group of companies providing tax, legal, auditing and management consultancy services and is the fifth biggest provider of tax, legal, auditing and management consultancy services in Europe. In Germany the ETL Group is represented with more than 870 law firms and is also present in more than 50 countries worldwide with 220 law firms. The ETL Group is the market leader in the field of tax consulting in Germany and is one of the top 5 auditing and tax consulting companies in Germany. In total, more than 7,500 employees of the ETL Group-including more than 1,500 tax consultants, lawyers, auditors and management consultants - serve more than 180,000 clients throughout Germany. ETL Finance Leasing GmbH & Co.KG provides leasing directly and indirectly, in particular to clients of the ETL Group via tax consultants. Hence, it has a highly diversified portfolio.

Hako Finance GmbH was established in 2012 and is a 100% subsidiary of abcfinance GmbH. It´s Vendorpartner Hako GmbH is a premium manufacturer of cleaning machines (hand controlled or vehicles without roadworthiness) and municipal vehicles (cleaning vehicles and trucks, both with roadworthiness) and is leading especially in the German market. The Hako Finance GmbH provides the labeled financing option for the customers. It has a small and very specialised portfolio. Its costumers vary from small Cleaning Services companies with several machines to municipalities with large machinery in operation.

Schneidereit Finance GmbH (financial service provider) was established in 2010 and is a 100% subsidiary of abcfinance GmbH. The business activities of Schneidereit Finance GmbH include leasing, hire-purchase transactions and arrangements of leasing contracts. Other activities are the purchase, leasing, administration and trading of mobile goods. The focus is on leasing of industrial washing machines, dryers and time-recording systems. The business model of Schneidereit Finance GmbH based on a close co-operation with Schneidereit GmbH (manufacturer). The co-operation allows Schneidereit Finance GmbH to use the distribution channels of the Schneidereit GmbH. The Schneidereit GmbH is a provider of different products in different industries. The industries are cleaning services, retirement homes, hospitals, universities, beauty and traffic.

The information under the header "THE LESSORS AND THE SUB-SERVICERS" has been provided by abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH, ETL Finance GmbH & Co.KG and Schneidereit Finance GmbH and the Issuer assumes no responsibility therefor.

THE BACK-UP SERVICER

Incorporation and Ownership

The Back-Up Servicer, akf bank GmbH & Co KG ("**akf**"), is a limited liability partnership (*Kommanditgesellschaft*) having its registered seat in Wuppertal, Germany. It was established in Frankfurt am Main, Germany, under the name AKF Allgemeine Kauf-Finanz GmbH & Co. KG and was registered in the commercial register of the Local Court (*Amtsgericht*) in Frankfurt on 25 June 1968. On 17 March 1977, akf was relocated to Wuppertal and on 17 February 1993 it was renamed in akf bank GmbH & Co KG.

The general partner (*persönlich haftender Gesellschafter*) akf bank Beteiligungsgesellschaft mbH is a limited liability company (*Gesellschaft mit beschränkter Haftung*) based in Wuppertal.

akf's limited partners's share (*Kommanditkapital*) of EUR 11,000,000 is held by Vorwerk & Co KG, a limited liability partnership, based in Wuppertal, Germany (90.1 %) and Lampe Beteiligungsgesellschaft mbh, Bielefeld, Germany (9.9 %), which in turn is a direct subsidiary of Bankhaus Lampe KG, a limited partnership based in Bielefeld, Germany.

akf has a full banking licence, conducts banking business and is, accordingly, subject to the supervision of the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the German Central Bank (*Deutsche Bundesbank*) in accordance with the German Banking Act (*Gesetz über das Kreditwesen*).

akf's network consists of 7 locations (*Standorte*) in Germany and a branch in Madrid, Spain. As of 31 December 2019, akf employed 387 people, thereof 20 abroad. The last audited financial statements of akf bank GmbH & Co KG as of 31 December 2019 shows a balance sheet total of EUR 2,308.0 m (previous year EUR 2,154.4 m). The new business volume of akf group (including akf bank GmbH & Co KG, akf leasing GmbH & Co KG and akf servicelease GmbH, as well as all foreign subsidiaries) reached a volume of EUR 1,324 m (previous year EUR 1,262 m).

Business Activities

akf's main business activities include

I. instalment loans (*Ratenkredite*) which it advances to retail customers (including employees as well as self-employed persons) and commercial customers (corporate bodies (*juristische Personen*)) for the purpose of financing the purchase of vehicles (most of which cars and light trucks), machinery, ships and other equipment (where in each case the financed objects include new and used objects),

II. acquisition of receivables arising under lease agreements which have been originated by akf leasing GmbH & Co KG, a sister company (*Schwestergesellschaft*) of akf, based in Wuppertal, Germany, and

III. financing of the car stock of certain car dealers.

akf offers its customers several types of financial services, such as instalment loans and leasing refinancing, which are related to the financing of vehicles (most of which cars and light trucks), machinery, ships and other equipment to retail customers and commercial customers.

The information under the header "THE BACK-UP SERVICER" has been provided by akf bank GmbH & Co KG and the Issuer assumes no responsibility therefor.

THE CASH ADMINISTRATOR

Circumference FS (Luxembourg) SA, a *société anonyme* incorporated in Luxembourg and having its registered address at 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, (the "**Cash Administrator**") will provide services pursuant the Cash Administration Agreement. Circumference FS (Luxembourg) SA is part of the Circumference Group of companies. The Circumference Group is an umbrella organisation which has ownership interest in and supports underlying operating entities which in turn supply service to clients in the Cayman Islands, Luxembourg and The Netherlands.

The Information under the heading "THE CASH ADMINISTRATOR" has been provided by Circumference FS (Luxembourg) SA and the Issuer assumes no responsibility therefor.

THE ACCOUNT BANK AND THE PRINCIPAL PAYING AGENT

For the purposes of this transaction, The Bank of New York Mellon, acting through its Frankfurt Branch, Friedrich-Ebert-Anlage 49, D-60308 Frankfurt am Main, Germany, will act as the Account Bank (the "**Account Bank**"). For the purposes of this transaction, The Bank of New York Mellon), acting through its London Branch, One Canada Square, London E14 5AL, United Kingdom will act as the Principal Paying Agent (the Principal Paying Agent (the "**Principal Paying Agent**").

The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situate at 240 Greenwich Street, New York, NY 10286, USA and having a branch registered in England and Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL.

The Bank of New York Mellon's corporate trust business services $12 trillion in outstanding debt from 55 locations around the world. It services all major debt categories, including corporate and municipal debt, mortgage-backed and asset-backed securities, collateralised debt obligations, derivative securities and international debt offerings. The Bank of New York Mellon's corporate trust and agency services are delivered through The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A.

The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. The company is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. It has more than $26 trillion in assets under custody and administration and more than $1.4 trillion in assets under management.

Additional information is available at bnymellon.com.

The information under the heading "THE ACCOUNT BANK AND THE PRINCIPAL PAYING AGENT" has been provided by The Bank of New York Mellon and the Issuer assumes no responsibility therefor.

THE SECURITY TRUSTEE

Pursuant to the Trust Agreement, the Security Trustee has agreed to serve in a fiduciary capacity to protect the interests of the Noteholders. In Clause 4.2 of the Trust Agreement, the Issuer will grant to the Security Trustee the Security Trustee Claim, a separate claim against the Issuer, allowing it to demand that the Issuer fulfils all obligations under the Transaction Documents which are governed by German law. To secure such Security Trustee Claim, the Issuer has agreed to assign, transfer or pledge the Note Collateral to the Security Trustee under the Trust Agreement and to grant a first priority security interest in respect of its rights pursuant to the Corporate Administration Agreement. The Security Trustee will hold the Note Collateral for the benefit of the Beneficiaries, including the Noteholders. Pursuant to the Trust Agreement, the Security Trustee has the right and duty, to the extent necessary, to hold, administer or realise the Note Collateral for the benefit of the Beneficiaries.

However, until revocation by the Security Trustee and provided that the Issuer fulfils its obligations under the Notes, the management of the Relevant Receivables and the Related Collateral remains vested in the Master Servicer. The Security Trustee is not obligated to monitor the fulfilment of the duties of the Issuer under the Notes, the Terms and Conditions or any other contracts to which the Issuer is a party. Subject to Clause 3.2 of the Trust Agreement, the Noteholders are entitled to demand from the Security Trustee the fulfilment of its duties as specified under the Terms and Conditions. Notwithstanding the provisions of the Trust Agreement, all rights of the Noteholders will remain at all times and under all circumstances vested in the Noteholders. See "THE MAIN PROVISIONS OF THE TRUST AGREEMENT".

The Security Trustee is Wilmington Trust SP Services (Frankfurt) GmbH. Wilmington Trust SP Services (Frankfurt) GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the German Act on Companies with Limited Liability (*GmbH-Gesetz*) registered with the commercial register at the local court (*Amtsgericht*) under HRB 76380 and with its registered office at Steinweg 3-5, D-60313 Frankfurt am Main, will provide the trust services to the Issuer pursuant to the Trust Agreement.

Wilmington Trust SP Services (Frankfurt) GmbH provides a wide range of corporate and trust services in capital market transactions. Since its opening in 2006 Wilmington Trust SP Services (Frankfurt) GmbH acts in about 70 German special purpose vehicles as corporate administrator, holds in numerous transactions the function of a security trustee and provides loan administration services for structured/syndicated loan transactions.

Wilmington Trust SP Services (Frankfurt) GmbH is ultimately held by M&T Bank Corp., Buffalo/New York, USA, a NYSE listed bank (trading symbol: "**MTB**") in United States of America.

The information in the foregoing paragraphs regarding the Security Trustee has been provided by Wilmington Trust SP Services (Frankfurt) GmbH, and the Issuer assumes no responsibility therefor.

THE ACCOUNTS

The Issuer will maintain the Transaction Account in connection with the Transaction Documents for the completion of its related payment obligations and for the receipt of amounts relating to the Relevant Receivables and the Relevant Collateral. All payments to be made by or to the Issuer in connection with the Notes and the other Transaction Documents are undertaken through the Transaction Account. The Issuer will establish and maintain the Liquidity Reserve Fund, a ledger to the Transaction Account, as a reserve to mitigate, *inter alia*, any shortfall to meet the Issuer's obligations under certain items of the Pre-Enforcement Interest Order of Priority prior to the occurrence of an Issuer Event of Default and prior to the full redemption of the Class A Notes and the Class B Notes. In the unlikely event that a Commingling Reserve Fund Subordinated Loan is made pursuant to the subordinated loan facility granted under the Subordinated Loan Agreement, the Issuer will maintain the Commingling Reserve Fund, a ledger to the Transaction Account, as a reserve to mitigate any shortfall to meet the Issuer's obligation under the items of the Pre-Enforcement Interest Order of Priority and under the items of the Pre-Enforcement Principal Order of Priority upon the occurrence and continuance of a Commingling Reserve Event prior to the full redemption of the Class A Notes and the Class B Notes. As of the Note Issuance Date, the balance credited to the Commingling Reserve Fund will be zero and it is expected that such balance will remain zero throughout the life of the Notes. The Issuer will maintain the Purchase Shortfall Ledger, a ledger to the Transaction Account, as a ledger to which any Purchase Shortfall Amount can be credited in accordance with the Pre-Enforcement Principal Order of Priority during the Replenishment Period.

Prior to the occurrence of an Issuer Event of Default, the Account Bank is obliged under the Accounts Agreement to pay on each Payment Date to the Seller any amount of interest earned during the immediately preceding calendar month with respect to any balance credited to the Transaction Account and allocated to the Commingling Reserve Fund. Such payments by the Account Bank to the Seller will not be subject to the Pre-Enforcement Interest Order of Priority or the Pre-Enforcement Principal Order of Priority.

The Transaction Account will be kept as a current account at the Account Bank, The Bank of New York Mellon, acting through its Frankfurt Branch in accordance with the Accounts Agreement, or any other person appointed as Account Bank.

The Issuer will maintain the Back-Up Servicing Collection Account for the receipt of amounts relating to the Relevant Receivables and the Relevant Collateral after the Back-Up Servicer Effective Date upon notification by the Back-Up Servicer to the Lessees to render payments henceforth to the Back-Up Servicing Collection Account instead of any Collection Account of any Lessor.

Pursuant to the Trust Agreement, all claims of the Issuer in respect of the Transaction Account and the Back-Up Servicing Collection Account are transferred for security purposes to the Security Trustee. Under the Trust Agreement, the Security Trustee has authorised the Issuer to administer each Account to the extent that all obligations of the Issuer are fulfilled in accordance with the Pre-Enforcement Interest Order of Priority and the Pre-Enforcement Principal Order of Priority and the requirements of the Trust Agreement. The Security Trustee may revoke the authority granted to the Issuer if, in the opinion of the Security Trustee, such revocation is necessary in order to avoid a material adverse effect on the Note Collateral, including funds credited to any Account, or its value. The authority granted to the Issuer will be automatically terminated upon the occurrence of an Issuer Event of Default. In addition, the Security Trustee will have the right to receive periodic account statements of each Account and may intervene in such instructions in certain circumstances as provided for in the Trust Agreement. See "THE MAIN PROVISIONS OF THE TRUST AGREEMENT".

Upon the occurrence of an Issuer Event of Default, each Account will be directly administered solely by the Security Trustee.

TAXATION

Taxation affecting the Transaction

The following should be read in conjunction with "RISK FACTORS — Risks relating to Taxation in Germany and the United States of America" above and " — Taxation of Noteholders in Germany" below.

Liability of the Issuer to German taxes on profits

Business profits derived by the Issuer would be subject to German corporate income tax (*Körperschaftsteuer*) at a rate of 15 % and solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5 % thereon if the Issuer (i) had its place of effective management and control (*Ort der Geschäftsleitung*), (ii) otherwise maintained a permanent establishment (*Betriebsstätte*) or (iii) appointed a permanent representative (*ständiger Vertreter*) for its business in Germany; however, with respect to (ii) and (iii) to the extent attributable to such permanent establishment and/or permanent representative in Germany only. The aggregate rate of corporate income tax and solidarity surcharge thereon would amount to 15.825 %. Business profits derived by the Issuer would be subject to German trade tax (*Gewerbesteuer*) if the Issuer had its place of effective management and control or otherwise maintained a permanent establishment for its business in Germany; however, (again) to the extent attributable to such permanent establishment only.

For German tax purposes, the place of effective management and control of the Issuer is defined as the place where the preponderance of managerial decisions is taken that are relevant in conducting the day-to-day business of such Issuer. A permanent establishment is otherwise constituted by any fixed place of business or facility which serves the purposes of the Issuer and over which the Issuer's management has effective power of disposal (*Verfügungsmacht*), such as an office or a branch.

A permanent representative is defined as a (individual or legal) person that is (i) doing business for an enterprise on a continual basis while it is (ii) subject to instructions of that enterprise. Both prerequisites are in particular (but not only) met if the person concludes contracts in the name and on behalf of that enterprise or acts as an intermediary with respect to contracts concluded by that enterprise or solicits orders for that enterprise. However, pursuant to the double taxation treaty (*Doppelbesteuerungsabkommen*) between Germany and Luxembourg (the "**Luxembourg Double Taxation Treaty**"), persons acting without an authority to conclude contracts (*Abschlussvollmacht*) or acting in the capacity of a broker, general commission agent, or any other agent of independent status (*unabhängiger Vertreter*) in the ordinary course of its business would not qualify as a permanent representative.

In October 2015 the OECD published its final reports on its political project against "Base Erosion and Profit Shifting" ("**BEPS-Initiative**"). The project is divided into 15 "actions" (the "**BEPS Actions**") of which a key element is Action 7 ("prevent the artificial avoidance of PE status").

Under the current OECD model treaty and the Luxembourg Double Taxation Treaty, an agent in a country on behalf of an enterprises creates a permanent representative (i.e. a permanent establishment in terms of the Luxembourg Double Taxation Treaty) if the agent "habitually exercises authority to conclude contracts in the name of the enterprise", unless the agent is an independent agent acting in the ordinary course of its business (the "**independent agent carve-out**"). An agent is currently regarded as independent if it is legally and economically independent.

The OECD proposes to change the independent agent concept. Pursuant to the OECD proposal a person would already qualify as permanent representative if such person plays a principal role leading to the conclusion of contracts unless the "independent agent carve-out" applies. Pursuant to the proposal, the "independent agent carve-out" no longer applies where a person "acts exclusively or almost exclusively on behalf of one or more enterprise to which it is closely related".

As regards timing of the implementation of the BEPS Action items, the OECD published in November 2016 the "Multilateral Convention to implement Tax Treaty related Measures to prevent Base Erosion and Profit Shifting" (the "**Multilateral Convention**"). The Multilateral Convention aims to implement the changes as regards the BEPS Actions into double taxation treaties in a smooth and efficient way, giving countries which are signatories to such double taxation treaties the option to select to which particular double taxation treaties the Multilateral Convention should apply. Each country may opt-out in respect of particular provisions relating to different BEPS Actions under a particular double taxation treaty. A particular double taxation treaty will only be amended by the Multilateral Convention if both countries which are signatories to it have selected that such particular double taxation treaty is subject to the Multilateral Convention and specific provisions are not opted out by one or both of the signatory countries. Whilst it can be expected that not all countries will adopt the changes of the Multilateral Convention, many double taxation treaties can be expected to be changed rather quickly by the application of the Multilateral Convention.

The Multilateral Convention was signed on 7 June 2017 in Paris; however it is as of today's date still open how and to which extent the Luxembourg Double Taxation Treaty will be modified, as the German national government still has to ratify the Multilateral Convention in Luxembourg. The Multilateral Convention entered into force on 1 August 2019.

There are good and valid reasons not to treat the Issuer as maintaining its place of effective management and control or a permanent establishment in Germany or as having appointed a permanent representative for its business in Germany. Firstly, the Issuer could demonstrate to the satisfaction of the tax authorities or court that the management of the Issuer's day-to-day business is actually carried out outside of Germany and cannot be treated as carried out in Germany as the collection and other servicing activities of the Master Servicer are attributable to the Master Servicer itself, the collection and other servicing activities of any Sub-Servicer are attributable to such Sub-Servicer itself, the collection and other servicing activities of the Back-Up Servicer are attributable to the Back-Up Servicer itself, the activities carried out by the Account Bank are attributable to itself and the activities carried out by the Security Trustee are attributable to itself, each acting in its own interest, for its own account and in its own name, and do not therefore form part of the Issuer's business activities. Secondly, the Issuer has no power to dispose of (*Verfügungsgewalt*) the business premises of either the Master Servicer, any Sub-Servicer, the Back-Up Servicer or the Account Bank. Thirdly, the services of the Corporate Administrator (*inter alia*, keeping the corporate records, convening director's meetings, provision of registered office facilities and suitable office accommodation, preparing and filing all statutory and annual returns, preparing the financial statements and performing certain other corporate administrative services) are supplied outside of Germany. Such view would be supported by a decision of the German Federal Fiscal Court (*Bundesfinanzhof* – "**BFH**") dated 12 February 2004 (IV R 29/02). The court found that for purposes of determining where an entity's place of effective management and control is located that is engaged in leasing activities a functional approach is warranted. According to the BFH procuring the funding of an asset acquisition outweighs the day-to-day business decisions taken with respect to the acquisition of the assets themselves. Given the relative importance of the business decisions taken by the Issuer abroad as measured against the business activities performed by the Master Servicer, any Sub-Servicer and the Back-Up Servicer the court ruling gives additional weight to the arguments explained above. The same holds true with respect to a decision of the BFH dated 24 August 2011 (I R 46/10) regarding the prerequisites of a permanent establishment. The court found that premises of a management company can be attributed to an entity and therefore such entity would be considered a permanent establishment for purposes of a double taxation treaty, if the management company provided the operational and personal "apparatus" for the entity to functionally pursue its business. Even though the business activities performed by the Master Servicer, any Sub-Servicer and the Back-Up Servicer are of significance for the business of the Issuer, these activities should not constitute such operational and personal "apparatus" for the Issuer and therefore should not create any permanent establishment of the Issuer in Germany. The BFH held on 23 October 2018 (I R 54/16) that also a statutory representative (*Organ*) of a legal entity may constitute a permanent representative of the legal entity's business in Germany. However, none of the Issuer's statutory representatives carries out business in Germany or enters into contracts on behalf of the Issuer or is seeking or has sought the conclusion of contracts for the Issuer in Germany so that no statutory representative should create a permanent representative or a permanent establishment in the form of a representative office (*Vertreterbetriebsstätte*) of the Issuer in Germany.

If, contrary to the view expressed above, the Issuer were subject to tax in Germany, the Issuer's corporate income tax base would then have to be determined on an accruals basis. In principle, any income derived from the Relevant Receivables would constitute taxable income of the Issuer. Business expenditure incurred by the Issuer would be deductible, and consequently, the Issuer's taxable income would be expected to be close to zero or relatively low.

Without prejudice to this analysis, following published statements of an expert committee of the German Institute of Chartered Accountants (*Institut der Wirtschaftsprüfer – IDW*), the acquisition of the Receivables by the Issuer from the Seller could be perceived, from an economic angle, as the extension of a (secured) loan by the Issuer to the Seller. From such perspective, the Issuer would receive interest income under a (secured) loan extended to the Seller rather than the actual interest payments on the Relevant Receivables. However, the payments on such notional loan would depend on the respective Lessees under the Relevant Receivables actually paying interest on the Relevant Receivables. Even if the acquisition of the Relevant Receivables were indeed to be viewed as the extension of a (secured) loan, such recharacterisation should, in principle, not give rise to adverse corporate income tax consequences and the Issuer may still be expected to have a relatively low corporate income tax base. In this context it should be noted that the view taken by the IDW was recently indirectly confirmed by the BFH. The court held in a decision dated 26 August 2010 (I R 17/09) that in respect of securitisation transaction that the beneficial ownership (*wirtschaftliches Eigentum*) in the receivables is not necessarily being transferred to the purchaser of the receivables. Instead, it generally remains with the seller if the risk of the inability of the debtors to pay their obligations (*Bonitätsrisiko*) has not been fully transferred to the purchaser which would pursuant to the guiding principles (*Leitsatz*) of the decision be the case if the purchaser – in determining the purchase price – takes into account a discount that is significantly higher than the expected default ratio, but which is adjustable depending on the actual receipt of payments under the receivables. Such transaction would rather have to be treated as a (secured) loan. It should be noted that the decision of the BFH does not elaborate in detail on the criteria of a full, effective and definite transfer. In particular, the court decision does not include any statements as to whether credit enhancement features (as, for example, the retention of the Retained Class C Notes by the Seller) are to be taken into account when determining whether the risk of the inability of the Lessees under the Relevant Receivables to pay their obligations has been fully, effectively and definitely transferred to the acquirer of the Relevant Receivables. Therefore, the Issuer has been advised that it cannot be ruled out that the tax authorities would take the decision of the BFH as a basis to argue that parts of the risk of the Lessee's inability to pay their obligations under the Relevant Receivables (*Bonitätsrisiko*) have not been fully, effectively and definitely transferred to the Issuer such that they could, consequently, treat the acquisition of the Relevant Receivables as the extension of a (secured) loan. An application of this decision to this securitisation transaction would result in an even lower annual net income. However, this decision should not be applicable for the following reasons: According to Clause 3.14 of the Receivables Purchase Agreement, "the risk of the inability of any Lessee to pay the Relevant Receivable" is fully transferred to the Issuer.

In either case, the Issuer would show in its financial statements its obligations regarding payments of principal and interest on the Notes and their recognition would not be disallowed. Section 5 Paragraph 2a EStG requires that the relevant payment obligation is contingent on certain future profits or certain items of income which will be derived only in future assessment periods (contingent payment obligation) (BFH dated 30 November 2011, I R 100/10). In the case at hand, Section 5 Paragraph 2a EStG would not apply. The fact that the Notes constitute limited recourse obligations of the Issuer would not change this analysis. Thus, the Issuer's payment obligations *vis-à-vis* the Noteholders would not be contingent on future profits or items of income to be derived in future assessment periods but are unconditional and not contingent.

Furthermore, the deductibility of interest expenses for German tax purposes may, under certain circumstances be limited. As a general rule, pursuant to the interest stripping rules (*Zinsschranke*) net interest expenses (interest expenses exceeding the interest income) exceeding 30 % of the Issuer's earnings as determined for German tax purposes (adjusted by interest expense, interest income and certain depreciations) are not deductible. The interest stripping rules only apply if the net interest expenses equal or exceed EUR 3,000,000 in the relevant business year. It is expected that the Issuer's interest income received should at any time equal or even be higher than the interest expenses to be paid on the Notes. Consequently, the net balance of interest payments in any given business year should not be negative (or, at least, not be negative in an amount of EUR 3,000,000 or higher). Even if – due to unusual circumstances – the net interest payments of the Issuer equalled or exceeded the aforementioned threshold in a given year, the interest stripping rules would not apply to the Issuer if the Issuer qualified as a non-consolidated entity. This would be the case if the Issuer is not and may not be included into consolidated statements of a group in accordance with the applicable accounting standards. Pursuant to administrative guidance issued by the German Federal Ministry of Finance (*Bundesfinanzministerium*) on 4 July 2008, German Federal Tax Gazette (*Bundessteuerblatt*) Vol. I 2008, 718), certain entities, such as special purpose vehicles used in securitisation transactions are regarded as non-consolidated entities for purposes of the interest stripping rules if the entity is exclusively consolidated because of economic considerations taking into account the allocation of benefits and risks. Since - if at all - the Issuer may exclusively be consolidated by virtue of such economic considerations, the interest stripping rules would not apply to the Issuer provided that these considerations made by the tax authorities in the interest stripping rules (*Zinsschranke*) decree were still applicable. However, whether this is still the case has become doubtful when the generally accepted accounting standards applicable in Germany (the "**German GAAP**") were amended by the accounting modernisation act (*Bilanzrechtsmodernisierungsgesetz*), which is generally applicable for accounting periods starting in 2010. Under the amended German GAAP, special purpose vehicles used in securitisation transactions might have to be consolidated on a mandatory (statutory) basis. However, the new consolidation rules stipulated in Section 290 para. 2 no. 4 of the German Commercial Code (*Handelsgesetzbuch* – "**HGB**") are also primarily based on economic considerations taking into account the allocation of benefits and risks; consequently, the considerations included in the abovementioned interest stripping rules (*Zinsschranke*) decree would still apply to the Issuer. The Issuer has, therefore, been advised that it should still be eligible for the exemption provided in the aforementioned decree such that the interest stripping rules (*Zinsschranke*) should not apply to the Issuer. If, against such expectations, the interest stripping rules applied to the Issuer, the deductibility of interest payments would be limited in accordance with the principles described above, and any interest payments that are not deductible could be carried forward and would generally be deductible in subsequent business years, subject to limitations similar to those applicable in the business year when the non-deductible interest item accrued.

If a Lessee under a Relevant Receivable is in default with respect to payments under a Lease Agreement, the Issuer is generally obliged to adjust the value of its claim as shown in its financial statements reflecting the value of the Relevant Receivable. The Issuer does, however, not incur a loss for tax purposes if its corresponding liability *vis-à-vis* the Noteholders as shown in its financial statements is reduced accordingly during the same fiscal year. Moreover, the Issuer does not incur a loss for tax purposes if the Relevant Receivables shown in the Issuer's financial statements (or, as the case may be, the loan receivable that the Issuer shows in its financial statements as a consequence of an economic perception of the purchase of the Relevant Receivables) form a valuation unit for accounting purposes (*Bewertungseinheit*) with the Issuer's liabilities *vis-à-vis* the Noteholders. If, contrary to the expectations of the Issuer, the corresponding liability *vis-à-vis* the Noteholders could not be reduced and/or a valuation unit would not be recognised for tax purposes, the Issuer may incur a loss in a given fiscal year. In such a case, negative tax implications could arise to the extent that such loss cannot be fully utilised to off-set taxable income of the Issuer in the relevant year of origination of such loss. It is true that the exceeding loss could be carried-forward for tax purposes ("**Tax Loss Carry-Forward**") and could be used to set-off the Issuer's taxable profits arising in subsequent business years. However, under German tax laws, such full set-off would be limited to an amount of EUR 1,000,000 whereas only 60 % of the Issuer's taxable profits exceeding such threshold amount ("**Excess Profit**") could be offset by the remaining Tax Loss Carry Forward. Therefore, a tax liability of the Issuer may arise to the extent the Excess Profit cannot be set-off by the Tax Loss Carry-Forward.

Trade Tax

If, contrary to the expectation that the Issuer has no business premises and office facilities at its disposal in Germany from which the business activities of the Issuer are conducted, the tax authorities take the position that the requirements of a non-German permanent establishment to which the indebtedness and the corresponding interest may be attributed are not met and that the Issuer is instead effectively managed and controlled in Germany, trade tax will, in principle, arise with respect to taxable income of the Issuer attributable to its German permanent establishment. For trade tax purposes 25 % of all deductible interest payments and certain other interest components in excess of EUR 100,000 would have to be added-back in order to determine the trade tax base and consequently trade tax on such amount would be levied. It cannot be expected that the Issuer would benefit from the exemption to this add-back provision according to neither Section 19 Paragraph 3 Numbers 2 and 3 nor Section 19 Paragraph 4 of the German Trade Tax Application Directive (*Gewerbesteuerdurchführungsverordnung*; "**GewStDV**") since special purpose vehicles within the meaning of Section 1 Paragraph 26 of the German Banking Act (*Kreditwesengesetz*, "**KWG**") (such as the Issuer) are not included in Section 1 Paragraph 1a KWG.

Further, the Issuer might otherwise receive German-source income, i.e., deriving from interest and, potentially, capital gains from the Relevant Receivables. German-source income would, however, not result in a limited (*beschränkte*) German corporate income tax liability (and trade tax liability) in the case that the Relevant Receivables solely consist of standard fixed interest bearing receivables. As a stock corporation (*société anonyme*) and tax resident in Luxembourg, the Issuer is expected to be entitled to the benefits under the Double Taxation Treaty between Germany and Luxembourg. According to Article 14 Paragraph 1 of the Double Taxation Treaty between Germany and Luxembourg of 23 August 1958, or Article 11 Paragraph 1 of the new Double Taxation Treaty between Germany and Luxembourg of 23 April 2012 respectively, only Luxembourg is entitled to tax interest income generated in Germany. Interest payments made under fixed interest bearing notes would generally not be subject to German withholding tax.

Withholding Tax

To the extent that payments are made to the Issuer by the Lessees of the Relevant Receivables or by any Lessor, any Sub-Servicer, the Seller or the Master Servicer (or any other German tax resident acting as servicer) such persons should not be required to make any deduction or withholding from such payments in respect of German withholding tax (*Kapitalertragsteuer*). This is based upon the consideration that the Relevant Receivables do not qualify as profit participating loans (*partiarische Darlehen*) within the meaning of Section 20 subsection 1 number 4 EStG. On the basis of the prevailing view in German literature, the mere fact that a holder of a claim bears the credit risk of a counterparty is generally not sufficient to assume that such holder is provided with an effective participation in the respective counterparty's profits. It should, however, be noted that the BFH (decision dated 22 June 2010, I R 78/09) has stated as an *obiter dictum* that the mere fact that an interest payment is deferred until the debtor has sufficient liquidity would give rise to a treatment of the loan as profit participating as, in such a case, the interest claim would only be fulfilled once the borrower has realised an operating profit. However, the relevant facts of the court decision are significantly different compared to the acquisition of the Relevant Receivables. In particular, the payments under the Relevant Receivables are not depending on a specific item of (extraordinary) operating income of the counterparty (as was the case in the decision of the BFH) but may rather be affected only by general business risks relating to the securitised portfolio. The Issuer has been advised that this should not give rise to a "profit" participating element.

Withholding tax (*Kapitalertragsteuer*) and solidarity surcharge thereon would not have to be withheld by the Seller on interest deemed by the German tax authorities to be paid on the Relevant Receivables. From a tax perspective, the interest component deemed by the German tax authorities to be collected by the Seller (in its capacity as Master Servicer) and forwarded to the Issuer does not constitute investment income (*Einkünfte aus Kapitalvermögen*) received from the Seller. Instead, such interest payments constitute investment income (within the meaning of Section 20 para. 1 no. 7 EStG) received from the Lessees of the Relevant Receivables. Since interest payments received from the Lessees who are not financial institutions in accordance with the German Banking Act (*Kreditwesengesetz*) are not subject to a withholding tax obligation (Section 43 para. 1 no. 7 EStG), withholding tax would not be triggered.

However, following the published statements of an expert committee of the German Institute of Chartered Accountants (*Institut der Wirtschaftsprüfer – IDW*) (*Hauptfachausschuss* 8, HFA 8), the acquisition of the Relevant Receivables could be perceived as the provision of a (secured) loan granted by the Issuer to the Seller. Taking an accounting perspective which would deviate from the point of view taken in the paragraph above, the payments received by the Issuer from the Seller would constitute interest income subject to German withholding tax since (i) the Seller is a domestic bank (*inländisches Kreditinstitut*) within the meaning of the KWG (Section 43 para. 1 no. 7 lit. b) sentence 1 EStG) and (ii) the so-called interbank-exception (Section 43 para. 2 sentence 2 EStG) does not apply as the Issuer neither qualifies as domestic bank (*inländisches Kreditinstitut*) nor as a domestic financial services institution (*inländisches Finanzdienstleistungsunternehmen*) nor as a domestic asset management company (*Kapitalverwaltungsgesellschaft*).

Nevertheless, the Seller should not be obliged to withhold tax on such notional interest payments if the Issuer was entitled to, and has obtained a non-assessment certificate (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office. This is so because levying withholding tax is merely a particular form of satisfying a foreign or domestic investor's German tax liability. Therefore, according to the BFH (decision dated 19 October 2005, I R 121/04; decision dated 14 February 1973, I R 77/71), the deduction of German withholding tax in principle requires that the investor is subject to an unlimited or limited German tax liability. The German tax authorities generally follow this approach and explicitly state with respect to investors not tax-resident in Germany that no withholding tax has to be withheld by the competent disbursing agent in case such an investor is not subject to a limited German tax liability and has provided proper evidence for its non-tax-residence to the competent disbursing agent (BMF, circular dated 18 January 2016, Federal Tax Gazette I 2016, 85, as amended from time to time, No. 313 and 314). In this transaction, a (limited or unlimited) tax liability of the Issuer were given if the Issuer were deemed (i) to have its place of effective management and control in Germany, (ii) to maintain a permanent establishment in Germany and/or (iii) to have appointed a permanent representative in Germany.

Further, the Issuer should not be viewed to otherwise receive German-source income from interest payments. In particular, the principal repayment claims under the (deemed) secured loan (i.e. the claims under the Relevant Receivables) are not directly or indirectly collateralised by a security interest in real property located in Germany, or rights therein, or in ships, or rights in ships, registered in a German ship registry.

VAT

In principle, the acquisition of the Relevant Receivables and the issuance of the Notes is a VAT-exempt (*umsatzsteuerfreie*) transaction under the German Value Added Tax Act (*Umsatzsteuergesetz*). Furthermore, the Issuer, being a taxable person (*Unternehmer*) for VAT purposes, (i) will not be required to charge VAT (*Umsatzsteuer*) upon issuing the Notes and (ii) will not be entitled to deduct any input-VAT (*Vorsteuer*) on services rendered to it. In particular, in the event that the servicing and management services provided by the Master Servicer to the Issuer would be subject to VAT (see the subsequent paragraph on the VAT treatment of such services), the Issuer will not be entitled to recover any input VAT imposed on such services.

Pursuant to administrative guidance (Section 2.4 Value Added Tax Application Ordinance – *Umsatzsteuer-Anwendungserlass*, "**UStAE**"), the acquisition of receivables is considered alike a factoring transaction. The principles applying to factoring transactions had been developed in a decision of the European Court of Justice on 26 June 2003 (C-305/01 – *MKG-Kraftfahrzeuge-Factoring*). Consequently, according to the UStAE, (i) neither the purchaser of receivables supplies services that are subject (*steuerbar*) to Value Added Tax (*Umsatzsteuer* or "**VAT**") nor (ii) the activities of the seller of the receivables trigger German VAT (the services are either not subject to German VAT or exempt from German VAT (*steuerfrei*)) if the seller (or a third party appointed by the seller) of the receivables continues to service (administration, collection and enforcement) the receivables after the sale. If instead the purchaser (or a third party appointed by the purchaser) serviced the receivables, the purchaser would be considered supplying such a service to the seller. Such a factoring service would not be exempt from German VAT (Section 2.4 Paragraph 4 Sentence 3 UStAE) if it was considered to be supplied in Germany in accordance with applicable VAT law. The Tax Court of Hesse held in two decisions dated 31 May 2007 and 26 January 2010 (6 V 1258/07 and 6 K 2933/07), respectively that the purchaser of loan receivables is supplying a VATable service to the seller if the purchaser or a third party appointed by the purchaser services the receivables and thereby indirectly confirms the current view taken by the tax authorities. Therefore, under factoring transaction principles, VAT would generally not accrue with respect to the servicing of the Relevant Receivables and the Related Collateral by the Master Servicer or by the Seller, since at present abcbank GmbH (in its capacity as Master Servicer) undertakes to service the Relevant Receivables.

However, if instead a third party appointed by the Issuer were to service the Relevant Receivables and the Related Collateral (i.e., in particular, after the termination of the Servicing Agreement between the Issuer and the Master Servicer following the occurrence of a Master Servicer Termination Event or following the occurrence of a Back-Up Servicer Trigger Event), such replacement of the Master Servicer would change the VAT treatment described in the preceding sentence; however, this would not retroactively affect the accurateness of the initial VAT treatment as described above. As a consequence of such replacement, the Issuer would be considered supplying a service to the Seller and such supply would generally not be exempt from German VAT if such service was considered to be supplied in Germany. In addition, the Issuer would in this situation be liable in accordance with the Pre-Enforcement Interest Order of Priority for any costs, fees (including VAT) and expenses charged by either the Back-Up Servicer or the substitute servicer. Provided that the Issuer is resident in Luxembourg and does not have (or act through) a permanent establishment located in Germany, German VAT accrued insofar would be payable by the Seller and not by the Issuer to the tax authorities under the reverse charge mechanism.

It should be noted that the German tax authorities' conclusions described in the preceding paragraph regarding the VAT treatment of securitisation transactions, in particular the consequences and the relevance of either the seller or the purchaser undertaking the servicing of the acquired receivables, have not yet been confirmed by the BFH. Therefore, these conclusions could be overruled by a decision of the BFH. Moreover, the tax authorities might change their interpretation, in particular if the BFH's conclusions in a ruling would deviate from those of the tax authorities. In this context it should be noted that the Tax Court Düsseldorf held in a judgement dated 15 February 2008 (1 K 3682/05 U) that the servicing of purchased non-performing loan receivables by the purchaser in its own interest – the purchaser not being a factoring company that renders services for the continuing benefit of the seller – does not constitute a supply of services. This judgment has been appealed against. The BFH decided on 10 December 2009 (V R 18/08) to request a preliminary ruling in order to seek clarification from the European Court of Justice whether (and to which extent) the purchaser of a non-performing loan portfolio supplies services to the seller of such receivables. On 27 October 2011, the European Court of Justice (C-93/10 – GFKL Financial Services AG) ruled that an operator which, at its own risk, purchased defaulted debts at a price below their face value does not effect a supply of services for consideration and does not carry out an economic activity when the difference between the face value of those debts and their purchase price reflects the actual economic value of the debts at the time of their assignment. In the considerations of the decision, the European Court of Justice made a distinction between a factoring transaction and a mere purchase of (in the court decision: defaulted) debts. It explicitly stated that the principles developed in the *MKG-Kraftfahrzeuge-Factoring*-decision only applied to factoring transactions but not to (mere) purchases of (defaulted) debts. The BFH has adopted the principles contained in the decision of the European Court of Justice dated 27 October 2011 in its follow-up decisions dated of 26 January 2012 (V R 18/08), 15 May 2012 (X I R 28/10) and 4 July 2013 (V R 8/10), and has explicitly confirmed that administrative practice, to the extent it was relevant in this decision, was contradictory to the view of the European Court of Justice. However, the German tax authorities have not fully adopted the principles developed by the European Court of Justice when amending Section 2.4 UStAE. They rather now make the following distinction: The tax authorities will, in the future, only refrain from assuming the rendering of a factoring service where "non-performing claims" (*zahlungsgestörte Forderungen*) are acquired. In this context, the term "non-performing claim" is very narrowly defined as "a claim which has, although due, not been repaid in full or to a non-negligible part for more than 90 days". In addition, a claim is deemed to be "non-performing" if the underlying agreement has been terminated or when the requirements for a termination are fulfilled. This does not cover transactions by which also claims are acquired at a discount which do not (yet) fulfil the described requirements of "non-performing loans" but where, for example, claims are viewed as sub-performing, i.e. where there is a certain risk that the claim may not be repaid (but where the requirements of a termination are not (yet) given). The Issuer has been advised that the Relevant Receivables may not fulfil the requirement of "non-performing claim" within the meaning of Section 2.4 UStAE. Therefore, it can be expected that the tax authorities may continue to apply the established MKG principles to the present transaction. As neither the German Federal Fiscal Court nor the European Court of Justice have made a corresponding distinction between performing and non-performing claims, the view of the German tax authorities could be overruled by a decision of the German Federal Fiscal Court. It may, therefore, be possible that, in the future, one rather may have to distinguish between factoring transactions in a narrow sense and the purchase of debts that do not qualify as factoring transactions (irrespective of whether the purchased debts are defaulted or not). In such a case, the factoring transaction principles would arguably no longer apply to the acquisition of the Relevant Receivables and the servicing of the Relevant Receivable. Consequently, different to the stipulations currently contained in the UStAE, the servicing of the Relevant Receivables by the Master Servicer and/or a third party appointed by the Seller could be qualified as a VATable and non VAT-exempt (*steuerbar und steuerpflichtig*) transaction in Germany; if the recipient of such service is resident in another EU/EWR Member State, the servicing of the Relevant Receivables could in such a case be qualified as a VATable and non VAT-exempt transaction in such State.

The Issuer could under certain circumstances become secondarily liable for VAT owed and not paid by a Lessor in respect of the Relevant Receivables originated by such Lessor pursuant to Section 13c UStG; Section 13c UStG relates to VAT only. A secondary liability might arise if and to the extent that the enforcement of a security granted by a Lessee to the relevant Lessor is considered to be a VATable and non-VAT exempt supply by the relevant Lessor to the Lessee and, subsequently, by the Lessee to the purchaser in accordance with Section 1.2 UStAE and, *inter alia,* the decisions of the *Bundesfinanzhof* dated 19 July 2007 (V B 222/06) and 23 July 2009 (V R 27/07).

Even though, Section 13c.1 Paragraph 18 *et seq*. UStAE stipulates that Section 13c UStG only applies if the receivables are collected by the purchaser. Pursuant to Section 13c.1 Paragraph 27 UStAE, in transactions (e.g. securitisation transactions) the purchaser of receivables should not be treated as having collected the Relevant Receivables if and to the extent that the purchaser paid a consideration for such receivables. Because a consideration reflecting the market value will be paid by the Issuer, Section 13c.1 Paragraph 27 UStAE would apply and, consequently the Issuer could not be held liable for any VAT (if any) not paid by the relevant Lessor or Seller with regard to the Relevant Receivables. Please note that the BFH explicitly ruled – in contradiction to the view expressed in the UStAE and summarised above – in a court ruling date 16 December 2015, XI R 28/13 (published on 9 March 2016) that the secondary VAT liability is not limited in case (and to the extent) that the seller of the receivables has obtained a consideration in cash. Further, the German Federal Fiscal Court stated in this court ruling that it is not bound by the interpretation of the provisions in the UStAE published by the tax authorities.

Meanwhile, referring to the aforementioned court decision, the legislation has taken steps to enact the current wording of the VAT-Circular into the German VAT Act in order to finally settle the dispute between the BFH's view and the tax administration's favourable approach. Accordingly, section 13c VAT Act states no secondary VAT liability will arise if and to the extent (*soweit*) an assignor (seller) of receivables receives a consideration in cash. A further requirement is that the money is paid to an account of the assignor to which it has access. The new law has already been published in the Federal Tax Gazette on 5 July 2017 and is applicable since 1 January 2017.

In addition, no secondary liability of the Issuer should be given as the Relevant Receivables are assigned from the Lessors to the Seller and from the Seller to the Issuer; in the case of multiple assignments, a secondary liability of the last assignee should be fully excluded (cf. Section 13c paragraph 1 sentence 3 UStG). If against expectations the tax authorities took a different view, the Issuer could be held liable for any VAT at a rate of 15.97 % on the difference between the face value of the Relevant Receivables and the aggregate Purchase Prices pertaining to such Receivables. Such VAT liability of the Issuer, however, would not be incurred if the relevant Lessor or Seller has discharged the VAT liability.

Potential U.S. withholding tax after 31 December 2018

Under certain provisions of the U.S. Internal Revenue Code (commonly referred to as "**FATCA**"), the Issuer will become subject to a 30 % withholding tax on certain payments it receives unless it enters into an agreement (a

"**FATCA agreement**") with the U.S. Internal Revenue Service (the "**IRS**") pursuant to which it agrees to report to the IRS information about their "United States accounts" and comply with certain procedures to be further determined by the IRS. However, on 31 May 2013 the United States and the Federal Republic of Germany concluded an intergovernmental agreement to "Improve International Tax Compliance and with respect to the United States Information and Reporting Provisions Commonly Known as the Foreign Account Tax Compliance Act" (the "**German IGA**"). Under the German IGA, the United States and the Federal Republic of Germany agreed to implement FATCA through (i) domestic reporting duties for financial institutions in the Federal Republic of Germany, (ii) an automatic exchange of account information between the public authorities of the two countries and (iii) on the basis of existing bilateral tax treaties. The provisions of the German IGA were implemented in Germany by way of the FATCA-USA Implementation Regulation (*FATCA-USA Umsetzungsverordnung*) of 23 July 2014, which came into force on 29 July 2014 and was modified on 18 July 2016 (Article 21 para 4, BGBl. I. page 1679). Pursuant to the FATCA-USA Implementation Regulation, reporting German financial institutions are obliged to register with the IRS if they hold U.S. reportable accounts or accounts of non-participating financial institutions. The corresponding inference is that German financial institutions which do not hold such accounts are not required to register. Consequently, an issuer located in Germany does not have to enter into a FATCA agreement, but has to comply with the requirements under the German IGA and the FATCA-USA Implementation Regulation in order to become a participating foreign financial institution.

The same procedure as the one -mentioned above should apply in Luxembourg, as the country signed a model 1 IGA with the United States (the "**Luxembourg IGA**") on 28 March 2014, which has subsequently been ratified and transposed into Luxembourg law by law of 24 July 2015. To the extent required to avoid the 30 % withholding tax, the Issuer intends to enter into such Luxembourg IGA and become a participating foreign financial institution ("**participating FFI**") within the meaning of and in compliance with the terms of the Luxembourg IGA.

As a participating FFI the Issuer would have to report to the Luxembourg tax authorities (and thus, indirectly,) to the IRS accountholders that are U.S. persons for purposes of U.S. federal income taxation. In addition, the Issuer (or if payments on the Notes are made through an intermediary such as a clearing system or broker that is a participating FFI, such participating FFI) may then be required, pursuant to the Luxembourg IGA (or if payments on the Notes are made through an intermediary pursuant to the intermediary's FATCA agreement or an applicable intergovernmental agreement) to apply a 30 % withholding tax (a "**FATCA Withholding**") to any payment made on the Notes after 31 December 2018 to a foreign financial institution that is not a participating FFI or to accountholders who have not identified themselves as not being U.S. persons for purposes of U.S. federal income taxation, to the extent the payment is considered to be a "foreign passthru payment." A passthru payment is defined in section 1471(d)(7) of the US Internal Revenue Code as any withholdable payment or other payment to the extent attributable to a withholdable payment. However, under current guidance, the term "foreign passthru payment" is not defined. Thus it is not yet clear whether or to what extent payments on the Notes will be treated as "foreign passthru payments".

Under FATCA and the proposed regulations, payment in respect of Notes that are issued, or materially modified, on or after 1 January 2014 may become subject to FATCA Withholding. Holders of Notes should consult their tax advisers regarding the application of FATCA to an investment in the Notes and their ability to obtain a refund of any amounts withheld under FATCA.

The U.S. Treasury Department and the IRS recently proposed regulations that would implement certain provisions of FATCA. The Treasury Department and the IRS may modify these proposed regulations in a way that would alter the application of FATCA to the Issuer and the Notes. Pursuant to the Terms and Conditions of the Notes, the Issuer will not make any gross-up payments in compensation of FATCA Withholdings.

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 (including FATCA Withholding) and other deductions. The Issuer will not be required to pay additional amounts in respect of any 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 — Taxation". 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 Aggregate Outstanding Note Principal Amount. See "TERMS AND CONDITIONS OF THE NOTES — Replenishment and Redemption — Optional Redemption for Taxation Reasons".

Change of Tax Law

The structure of this transaction, including, without limitation, the issue of the Notes as well as the ratings which are to be assigned to the Class A Notes are based on tax law in effect as of the date of this Prospectus. No assurance can be given as to the impact of any possible change of applicable tax law or administrative practice thereof after the date of this Prospectus as applied by the courts and other competent authorities of Germany, Luxembourg or any other relevant jurisdiction. No assurance can be given as to the impact of any possible change of applicable tax law or administrative practice after the date of this Prospectus.

Exchange Controls

Except in limited embargo circumstances, there are no legal restrictions in Germany on international capital movements and foreign exchange transactions. However, for statistical purposes only, every individual or corporation residing in Germany must report to the German Central Bank (*Deutsche Bundesbank*), subject to certain exceptions, any payment received from or made to an individual or a corporation resident outside of Germany if such payment exceeds EUR 12,500 (or the equivalent in a foreign currency).

Taxation of Noteholders

General

The following is a general discussion of certain German and Luxembourg tax consequences of the acquisition and ownership and disposition of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase these Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany and laws of the Grand Duchy of Luxembourg currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE HOLDERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES AND THE RECEIPT OF INTEREST THEREON, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN GERMANY AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR CITIZENS.

Taxation in Germany

This section should be read in conjunction with "RISK FACTORS — Risks relating to Taxation in Germany and the United States of America".

Tax Residents

Payments of interest on the Notes to persons or entities who are tax residents in Germany (i.e., persons or entities whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany) are subject to German personal income tax (*Einkommensteuer*) at the applicable personal income tax rate (plus solidarity surcharge at a rate of 5.5 % thereon) or corporate income tax at a tax rate of 15 % (plus solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5 % and church tax, if applicable, thereon). Such interest payments may also be subject to trade tax if the Notes form part of the property of a German trade or business. Similarly, if interest claims are disposed of separately (i.e., without the Notes), the proceeds from the disposition are subject to income tax, solidarity surcharge and possibly trade tax. The same applies to proceeds from the redemption of interest claims if the Note is disposed of separately.

If the Notes are disposed or redeemed, any capital gains arising from the disposition or redemption will also be subject to (corporate) income tax, solidarity surcharge and, provided that the Notes form part of a business property, to trade tax. Such capital gains are subject to tax irrespective of any holding period and whether or not the Notes are disposed of (or redeemed) with interest claims.

The taxable interest income and income from a separate disposition or redemption of interest claims as well as any capital gains from a disposition or redemption of the Notes will qualify as income from private (i.e., non-business) investments and capital gains ("**Private Investment Income**") on the condition that the Notes do not form part of a business property. Private Investment Income is subject to a flat taxation (*Abgeltungssteuer*) at a rate of 25 % plus solidarity surcharge at a rate of 5.5 % thereon. The tax basis of such income will be the relevant gross income. Expenses related to Private Investment Income such as financing or administration costs actually incurred in relation with the acquisition or ownership of the Notes will not be deductible. Instead, the total Private Investment Income will be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples and registered life partners filing jointly). On the other hand, business income will be taxed at the applicable income tax rate of the individual taxpayer or at the uniform 15 % corporate tax rate in the case of a corporation, plus solidarity surcharge in each case and possibly trade tax. The basis of such taxation will generally be the relevant net income. A lump sum deduction will not be available.

The tax will be levied by way of withholding at a rate of 25 % (plus solidarity surcharge) provided that the Notes are held in a custodial account which the Noteholder maintains with a German branch of a German or non-German bank or financial services institution, a security trading enterprise (*Wertpapierhandelsunternehmen*) or a German security trading bank (*Wertpapierhandelsbank*) (the "**Disbursing Agent**"). If the Notes are kept in a custodial account which the Noteholder maintains with a Disbursing Agent but have not been so kept since their acquisition and the relevant acquisition data (*Anschaffungsdaten*) has not been evidenced to the satisfaction of the Disbursing Agent, the Disbursing Agent will generally have to withhold tax at the 25 % rate (plus solidarity surcharge) on a lump-sum basis of 30 % of the proceeds from the disposition, assignment or redemption of the Notes. If the Notes are not held in a custodial account with a Disbursing Agent at the time the interest is received or at the time of the relevant disposition or redemption, no tax will be withheld but the Noteholder will have to include its income on the Notes in its tax return and the tax will be collected by way of assessment (for the applicable tax rates see above).

In general, no withholding tax will be levied if the Noteholder is an individual (i) whose Note neither forms part of the property of a trade or business nor gives rise to income from the letting and leasing of property, and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Note together with other Private Investment Income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the holder of the Note has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office.

Payment of the withholding tax with respect to Private Investment Income (such as interest income from the Notes, income from a separate disposition or redemption of interest claims as well as any capital gains from a disposition or redemption of the Notes) will satisfy the income tax liability of the Noteholder in respect of the relevant income (*Abgeltungsteuer*). However, Noteholders may apply for a tax assessment on the basis of general rules applicable to them (in lieu of the flat taxation) if the resulting income tax burden (excluding the solidarity surcharge) is lower than 25 %; in such a case, the non-deductibility of expenses related to Private Investment Income also applies. Where, however, the relevant income qualifies as business income, the withholding tax and the solidarity surcharge thereon are credited as prepayments against the German personal or corporate income tax and the solidarity surcharge liability of the Noteholder. Amounts overwithheld will entitle the holder of a Note to a refund, based on an assessment to tax.

The Issuer has been advised that no withholding tax and solidarity surcharge thereon has to be withheld by the Issuer on payments of interest under the Notes in light of a recent decision of the *Bundesfinanzhof* (decision dated 22 June 2010, I R 78/09).

Nonresidents

Interest income from the Notes, income from a separate disposition or redemption of interest claims as well as any capital gains from a disposition or redemption of the Notes derived by persons not resident in Germany are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the holder of a Note or (ii) the interest income otherwise constitutes German-source income (such as income from the letting and leasing of certain German-situs property). In the case of (i), a tax regime similar to that explained in the preceding subsection "— *Tax Residents*" with regard to business income applies

Nonresidents of Germany are, in general, exempt from German withholding tax on interest and solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax is levied as explained above in the preceding subsection "— *Tax Residents*".

The withholding tax may be refunded based upon an applicable tax treaty.

Inheritance or Gift Tax

No inheritance tax (*Erbschaftsteuer*) of gift tax (*Schenkungsteuer*) with respect to any Note will arise under the laws of Germany, if, in the case of inheritance tax, neither the descendant nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to (i) German citizens who maintained their habitual abode outside of Germany without maintaining a residence in Germany no longer than five years or (ii) to certain German expatriates, i.e. citizens who maintained a relevant residence in Germany.

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.

Potential change in law

Pursuant to the coalition agreement of the German federal government (namely, CDU, CSU and SPD) the flat tax regime is planned to be abolished for certain investment income, which might also affect the taxation of income from the Notes. For example, interest income may become taxed at the progressive tax rate of up to 45% (excluding solidarity surcharge). However, no draft law is yet available so that any details and, in particular, timing remain unclear.

Further, the solidarity surcharge shall be abolished provided that certain thresholds are not exceeded. Draft legislation has been issued on 21 August 2018 which proposes to abolish the solidarity surcharge as of 2021 for individuals with a taxable income below certain thresholds, but not for corporations.

EU Savings Tax Directive

Under the EU Council Directive 2003/48/EC dated 3 June 2003 on the taxation of savings income in the form of interest payments (the "**EU Savings Tax Directive**"), which was applicable as from 1 July 2005 until 1 January 2016 (for Austria until 1 January 2017), each EU Member State had to require paying agents (within the meaning of such directive) established within its territory to provide to the competent authority of this state details of the payment of interest made to any individual resident in another EU Member State as the beneficial owner of the interest. The competent authority of the EU Member State of the paying agent (within the meaning of the EU Savings Tax Directive) was then required to communicate this information to the competent authority of the EU Member State of which the beneficial owner of the interest is a resident (the "**Disclosure of Information Method**").

With effect as from 1 January 2016, the EU Savings Tax Directive has been repealed by the EU Council Directive 2015/2060/EU of 10 November 2015 for all EU member states other than Austria. In respect of Austria, such repeal only took effect as of 1 January 2017. It was found that the information exchange mechanisms prescribed by the EU Savings Tax Directive have to the greatest extent been absorbed by certain other EU directives, in particular by Council Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation as amended by Council Directive 2014/107/EU of 9 December 2014 and as further amended by Council Directive 2016/2258 of 6 December 2016 (the "**DAC II**") introducing a Union-wide standard for the automatic exchange of financial account information. The provisions of DAC II were to be transposed into national law by 31 December 2015 and are applicable in all member states (other than Austria) from 1 January 2018 onwards. In the meantime, the provisions of the EU Savings Tax Directive continue to apply to Austria. The transitional period during which Austria may continue to operate a withholding system instead of fully participating in the information exchange under the EU Savings Tax Directive is therefore likely to end with the implementation of the DAC II amendment which is expected to come into force in September 2018. At such time the provisions of DAC II are supposed to become applicable to Austria and Austria will participate in a full exchange of financial account information.

The new regime under DAC II is aligned with the Common Reporting Standard ("**CRS**" released by the Organisation for Economic Co-operation and Development (the "**OECD**") in July 2014 and essentially imports the CRS into EU legislation. DAC II is generally broader in scope than the EU Savings Tax Directive, although it does not impose withholding taxes.

The Luxembourg law of 25 November 2014, which entered into force on 1 January 2015, abolished the withholding tax principle in Luxembourg and introduced an automatic exchange of information within the meaning of the EU Savings Tax Directive.

Prospective Noteholders are advised that under Condition 10 (*Taxes*) of the Terms and Conditions, the Issuer is not obliged to pay any gross-up with respect to any taxes withheld or deducted by the Issuer.

Taxation in the Grand Duchy of Luxembourg

Residence

Noteholders will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding, execution, performance, delivery and/or enforcement of the Notes.

Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005, as amended, which has introduced a final withholding tax on certain interest from savings income.

Pursuant to the law of 23 December 2005 as amended, Luxembourg resident individuals, acting in the management of their private wealth, can opt to self-declare and pay a 20 % tax on interest payments made by paying agents located in a Member State of the EU other than Luxembourg or in a Member State of the European Economic Area other than Luxembourg.

The 20 % withholding tax as described above or the 20 % tax on interest received represents the final tax liability for Luxembourg resident individuals acting in the context of the management of their private wealth. Individual Luxembourg resident Noteholders receiving the interest as business income must include interest income in their taxable basis, in which case the 20 % Luxembourg withholding tax levied will be credited against their final income tax liability.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg law of 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws, except for the above-mentioned case of self-declaration.

Taxes on Income and Capital Gains

Noteholders who derive income from such Notes or who realise a gain on the disposal or redemption thereof will not be subject to Luxembourg taxation on such income or capital gains, subject to the application of the law of 23 December 2005, as amended, referred to above, and unless:

(a) such Noteholders are, or are deemed to be, resident in Luxembourg for Luxembourg tax purposes (or for the purposes of the relevant provisions) and do not benefit from a special tax regime, such as, (i) the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended, (ii) the Luxembourg law of 13 February 2007 on specialised investment funds, as amended, or (iii) the Luxembourg law of 11 May 2007 on family estate companies, as amended, or (iv) a company regulated by the Luxembourg law of 23 July 2016 on reserved alternative investment funds, not investing in risk capital; or

(b) such income or gain is attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

Net Wealth Tax

Luxembourg net wealth tax will not be levied on a corporate holder of Notes unless:

(a) such Noteholder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions and is not a Noteholder governed by (i) the amended law of 13 February 2007 on specialised investment funds, (ii) the amended law of 17 December 2010 on undertakings for collective investment, (iii) the amended law of 22 March 2004 on securitisation, (iv) the amended law of 15 June 2004 on the investment company in risk capital, (v) the amended law of 11 May 2007 on family estate management companies, or (vi) the law of 23 July 2016 on reserved alternative investment funds; or

(b) such Note is attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

Notwithstanding the provisions above, vehicles listed under sub-paragraph (a) numbers (iii) and (iv) and a reserved alternative investment funds having elected for the regime of an investment company in risk capital as referred to in the law of 15 June 2004 on venture capital vehicles (as amended) might however be subject to the minimum annual net wealth tax charge. In this respect, a flat annual minimum net wealth tax of EUR 4,815 would be due assuming the Luxembourg company's assets, transferable securities and cash deposits represent at least (i) 90 % of its total balance sheet value and (ii) EUR 350,000 (the "**Asset Test**"). Alternatively, should the Asset Test not be met, a progressive annual minimum net wealth tax ranging from EUR 535 to EUR 32,100 depending on the Luxembourg company's total gross assets would be due.

An individual Noteholder, whether resident or non-resident of Luxembourg, is not subject to Luxembourg net wealth tax on such Notes.

Inheritance and Gift Tax

Where the Notes are transferred for no consideration:

(a) no Luxembourg inheritance tax is levied on the transfer of the Notes upon death of a holder of Notes in cases where the deceased holder was not a resident of Luxembourg for inheritance tax purposes; or

(b) no Luxembourg gift tax will be levied on the transfer of the Notes by gift, unless the gift is registered in Luxembourg.

Value Added Tax

There is no Luxembourg value-added tax payable in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg value added tax purposes such services are rendered, or are deemed to be rendered, in Luxembourg and an exemption from value added tax does not apply with respect to such services.

Other Taxes and Duties

Notes or documents relating to the Notes issuance which are deemed to be entered into in the context of securitisation transactions are not subject to registration in Luxembourg, provided however that such documents do not have the effect to transfer rights which must be transcribed, recorded or registered and which relate to immoveable property located in Luxembourg, or to aircraft, ships or riverboats recorded on a public register in Luxembourg.

Common Reporting Standard

The Common Reporting Standard (the "**CRS**") was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of financial account information in order to increase international tax transparency. On 21 July 2014, the CRS for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the text of the 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) (the "**Fis**") relating to account holders who are tax resident in other participating jurisdictions.

Over 95 jurisdictions have committed to exchanging information under the CRS and a group of 50 countries, including Ireland, have committed to the early adoption of the CRS from 1 January 2016 (the "**Early Adopter Group**"), with the first data exchanges expected to take place in September 2017. All EU member states (with the exception of Austria) are members of the Early Adopter Group.

Luxembourg became a signatory to the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information on 29 October 2014. The CRS was implemented in Luxembourg in the Automatic Exchange of Information Law (the "**AEOIL**") which was approved by the Luxembourg Parliament on 9 December 2015, and came into effect on 1 January 2016. The AEOIL provides for the collection and reporting of certain financial account information by Luxembourg Reporting FIs, being FIs that are resident in a jurisdiction with which Luxembourg has an exchange of information agreement (a "**Reportable Jurisdiction**"). Luxembourg has hence elected to adopt the 'narrow approach' to the CRS. The Luxembourg tax authorities (*Administration des Contributions Directes*) will exchange this information with the tax authorities of other participating jurisdictions, as applicable.

It is expected that the Issuer will be classified as a Luxembourg Reporting FI for CRS purposes and will be obliged to report certain information in respect of certain of its equity holders and debt holders to the Luxembourg tax authorities in respect of CRS. The relevant information must be reported to the Luxembourg tax authorities by 30 June in each year.

The Directive on Administrative Cooperation 2 (the "**DAC II**") implements CRS in a European context and creates a mandatory obligation for all EU member states (with a one year extension for Austria) to exchange certain financial account information on residents in other EU member states on an annual basis commencing in 2017 in respect of the 2016 calendar year. The AEOIL confirmed the transposition of DAC II into Luxembourg law. Several Grand-Ducal decrees have been adopted in order to define certain items such as lists of "Excluded Accounts", "No reporting Financial Institutions" and jurisdictions considered to be "Participating Jurisdictions" from a Luxembourg perspective. In addition, the Luxembourg tax authorities have issued a Q&A document providing guidelines to Luxembourg financial institutions on the CRS implementation in Luxembourg.

For the purposes of complying with its obligations under CRS and DAC II, a Luxembourg Reporting FI (such as the Issuer) shall be entitled to require Noteholders to provide any information regarding their (and, in certain circumstances, their controlling persons') tax status, identity, jurisdiction of residence, taxpayer identification number and, in the case of individual Noteholders, their date and place of birth 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, together with certain financial account information in respect of the Noteholder's investment in the Issuer (including, but not limited to, account number, account balance or value and details of any payments made in respect of the Notes) by the Issuer (or any nominated service provider) or any other person on the Issuer's behalf to the Luxembourg tax authorities and any other relevant tax authorities.

The Issuer (or any nominated service provider) agrees that information (including the identity of any Noteholder (and its controlling persons (if applicable)) supplied for the purposes of CRS or DAC II is intended for the Issuer's (or any nominated service provider's) use for the purposes of satisfying its CRS and DAC II obligations and the Issuer (or any nominated service provider) agrees, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Issuer may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS and DAC II compliance, (iii) to any person with the consent of the applicable Noteholder, or (iv) as otherwise required by law or court order or on the advice of its advisors.

Prospective investors should consult their advisors about the potential application of CRS.

SUBSCRIPTION AND SALE

Subscription of the Notes

Pursuant to the Subscription Agreement, the Lead Manager has agreed, subject to certain conditions, to subscribe the Notes, in the case of the Class A Notes, at a price of 100 % of the Class A Principal Amount (the "**Class A Issue Price**") in the case of the Class B Notes, at a price of 100 % of the Class B Principal Amount (the "**Class B Issue Price**") and in the case of the Class C Notes, at a price of 100 % of the Class C Principal Amount (the "**Class C Issue Price**", together with the Class A Issue Price and the Class B Issue Price, the "**Issue Prices**" and each, an "**Issue Price**"). The Issuer has agreed to pay the Lead Manager a combined management, underwriting and placement commission on the Notes. The Issuer has further agreed to reimburse of the Lead Manager for certain of its expenses in connection with the issue of the Notes. The Seller has agreed to pay, or cause to be paid, to the Issuer or to order of the Issuer any selling concessions, placement fees and management and underwriting and commission and expenses of the Lead Manager.

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 Lead Manager to terminate its obligations thereunder in certain circumstances prior to payment of the aggregate Issue Prices of the Notes. The Issuer has agreed to indemnify the Lead Manager against certain liabilities in connection with the offer and sale of the Notes.

Selling Restrictions

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 except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. The Lead Manager has represented and agreed that it has not offered or sold any Note, 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, the Lead Manager has further represented and agreed that neither it nor any of 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.

In addition, before 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.

From and after the time that the Issuer notifies the Lead Manager in writing that it is no longer able to make the representation set forth in Clause 6 (1) (l) (B) of the Subscription Agreement, the Lead Manager has (i) 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) 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 40 calendar days after the later of the commencement of the offering and the closing date, except in accordance with Rule 903 under Regulation S under the Securities Act; and accordingly, (iii) further represented and agreed that neither it, nor any of 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, and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act, and (iv) also 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 notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b)(2)(iii) (x) as part of their distribution at any time or (y) otherwise until forty (40) calendar days after the completion of the distribution of the Securities as determined and certified by the Lead Manager, 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."

The Lead Manager who has purchased Notes of a Class of Notes under the Subscription Agreement shall determine and notify to the Principal Paying Agent the completion of the distribution of the Notes of such Class. On the basis of such notification or notifications, the Principal Paying Agent agrees to notify the Lead Manager of the end of the distribution compliance period with respect to such Class.

Terms used in this clause have the meaning given to them in Regulation S under the Securities Act.

Notes will be issued in accordance with the provisions of United States Treasury Regulation § 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, the Lead Manager 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 in bearer form 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 was 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 U.S. Treas. Reg section 1.63-5 (c)(2)(i)(D)(6) of the TEFRA D Rules;

(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 sub-clauses (a), (b) and (c) above on such affiliate's behalf, or (ii) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (a), (b) and (c) above; and

(e) it will obtain for the benefit of the Issuer the representations and agreements contained in sub-clauses (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.

(3) The Lead Manager under the Subscription Agreement has also agreed that, except with the prior written consent of the Lead Manager and where the sale of any Notes 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.

United Kingdom

The Lead Manager has represented, warranted and agreed 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 (the "**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 the Notes in, from or otherwise involving the United Kingdom.

As used herein, "**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland.

Ireland

The Lead Manager has represented, warranted and agreed that

(a) it will not underwrite the issue of or place the Notes, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended, the "**MIFID Regulations**"), including, without limitation, Regulation 5 (Requirement for Authorisation (and certain provisions concerning MTFS and OTFS)) thereof, and the provisions of the Investor Compensation Act 1998 (as amended) and they will conduct themselves in accordance with any codes and rules of conduct and any conditions and requirements and any other enactment, imposed or approved by the Central Bank of Ireland with respect to anything done by them in relation to the Notes;

(b) it will not underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the Irish Companies Act, the Central Bank Acts 1942 – 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended), the Central Bank (Investment Market Conduct) Rules 2019 (S.I. No. 366 of 2019) and any Regulations Issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 (as amended);

(c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the, Notes otherwise than in conformity with the provisions of the Market Abuse (Regulation (EU 596/2014) (as amended), the Market Abuse Directive on Criminal Sanctions for market abuse (Directive 2014/57/EU) (as amended), the European (Market Abuse) Regulations 2016 (S.I. No. 349 of 2016) of Ireland (as amended) and any rules and guidance issued by the Central Bank of Ireland under Section 1370 of the Irish Companies Act;

(d) it will not underwrite the issue of, or place, or do anything in Ireland in respect of the Notes otherwise than in conformity with provisions of the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 (S.I. No. 380 of 2019) and any rules issued by the Central Bank of Ireland under section 1363 of the Irish Companies Act; and

(e) in connection with offers or sales of Notes, it has only issued or passed on, and will only issue or pass on, any document received by it in connection with the issue of the Notes to persons who are persons to whom the documents may otherwise lawfully be issued or passed on.

<u>France</u>

The Lead Manager understands that Notes will be issued outside of the Republic of France and may not be publicly offered in the Republic of France and the Prospectus or any other offering material relating to the Notes has not been and will not be submitted to the visa of the *Autorité des Marchés Financiers*. The Lead Manager has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed in the Republic of France the Prospectus or any other offering material relating to the Notes, except to qualified investors (*investisseurs qualifiés*), as defined in, and in accordance with, Articles L.411-2 and D.411-1 to D.411-3 of the Code monétaire et financier, but excluding individuals referred to in Article D.411-1 II 2.

<u>Luxembourg</u>

The Lead Manager has represented, warranted and agreed that it has not and will not, offer or sell the Notes to the public in Luxembourg, directly or indirectly, and neither this Prospectus nor any offering circular, form of application, advertisement, communication or other material may be distributed, or otherwise made available, in or from or published, in Luxembourg, except (i) for the sole purpose of the admission to trading of the Notes on the regulated market and the listing of the Notes on the official list of the Luxembourg Stock Exchange and (ii) in circumstances which do not constitute a public offer of securities pursuant to the provisions of the Luxembourg law of 16 July 2019 on prospectuses for securities, as amended.

Prohibition of Sales to EEA Retail Investors

The Lead Manager has represented and agreed in the Subscription Agreement that:

(a) the Notes have not been offered or sold and will not be offered or sold, 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.

(b) 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 (EU) 2016/97 (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

    (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.

General

All applicable laws and regulations must be observed in any jurisdiction in which Notes may be offered, sold or delivered. The Lead Manager 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 the 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.

USE OF PROCEEDS

The aggregate net proceeds from the issue of the Notes at their respective Issue Prices will amount to EUR 462,900,000 (the "**Net Note Proceeds**"). The Net Note Proceeds from the issue of the Notes are equal to the gross proceeds from the issue of the Notes and will be used by the Issuer to finance the aggregate Purchase Prices for the acquisition of certain Receivables and the Related Collateral offered by the Seller under the Receivables Purchase Agreement prior to or on the Note Issuance Date. The costs of the Issuer in connection with the issue of the Notes, including, without limitation, the transaction structuring fees, the management and underwriting commissions of the Lead Manager, and selling concessions, and in connection with the admission of the Notes to listing on the official list and trading on the regulated market of the Luxembourg Stock Exchange, are paid separately by the Seller to the respective recipients.

GENERAL INFORMATION

Subject of this Prospectus

This Prospectus relates to Class A Notes in an aggregate principal amount of EUR 404,800,000, Class B Notes in an aggregate principal amount of EUR 20,100,000 and Class C Notes in an aggregate principal amount of EUR 38,000,000, in each case issued by abc SME Lease Germany SA, acting in respect of its Compartment 7, an unregulated Luxembourg securitisation vehicle established in the form of a public limited liability company (*société anonyme*), subject to the provisions of the Securitisation Law.

Authorisation

The issue of the Notes was authorised by a resolution of the board of directors of abc SME Lease Germany SA passed on 23 September 2020.

Litigation

abc SME Lease Germany S.A. is, or has not during the last previous 12 months as of the date of this Prospectus, engaged in any governmental, litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which abc SME Lease Germany S.A. is aware) may have or have had during such period a significant effect on its financial position or profitability.

The Seller is, or has not during the last two (2) fiscal years been engaged in any governmental, litigation or arbitration proceedings which may have or have had during such period a significant effect on their respective financial position or profitability, and, as far as the Seller is aware, no such governmental, litigation or arbitration proceedings are pending or threatened, respectively.

Payment Information

For as long as the Notes are listed on the official list of the Luxembourg Stock Exchange, the Issuer will inform the Luxembourg Stock Exchange of the Interest Amounts and the Interest Periods and, if relevant, the payments of principal on each Class of Notes, in each case in the manner described in the Terms and Conditions.

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.

All notices regarding the Notes will 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 thirty (30) calendar 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 of the Luxembourg Stock Exchange on the following website: www.bourse.lu.

Material Adverse Change

There has been no material adverse change in the financial position or prospects of abc SME Lease Germany SA since the date of its last published audited financial statements (31 December 2019).

Miscellaneous

No statutory or non-statutory accounts in respect of any fiscal year of abc SME Lease Germany SA have been prepared other than as contained in this Prospectus. abc SME Lease Germany SA will not publish interim accounts. The fiscal year in respect of abc SME Lease Germany SA is the calendar year.

Luxembourg Listing

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange. The Issuer has appointed The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building – Polaris, 2 – 4 rue Eugene Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg as the initial listing agent for the Luxembourg Stock Exchange and as the initial Luxembourg Listing Agent. The Luxembourg Listing Agent will act as intermediary between the Issuer and the holders of the Notes listed on the official list of the Luxembourg Stock Exchange. For as long as any of the Notes are listed on the official list of the Luxembourg Stock Exchange, the Issuer will maintain a Luxembourg listing agent.

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.bourse.lu). In addition, the Principal Paying Agent will procure that this Prospectus will be made available in electronic form on its website (https://gctinvestorreporting.bnymellon.com) for ten year as from the date of the approval of this Prospectus as of 14 October 2020. The website of the Principal Paying Agent neither forms part of this Prospectus nor has it been scrutinised nor approved by the Luxembourg financial sector regulator (*Commission de Surveillance du Secteur Financier*), as competent authority under the Prospectus Regulation. Disclaimers may be posted with respect to the information posted on such website.

Availability of Documents

Prior to the listing of the Notes on the Luxembourg Stock Exchange, the constitutional documents of abc SME Lease Germany SA will be registered with the Luxembourg Listing Agent where such documents are available for inspection and copies of these documents may be obtained, free of charge, upon request.

Certain loan level data (on a no-name basis) will be made available for inspection, free of charge, at the registered office of the Seller at abcbank GmbH, Kamekestraße 2-8, D-50672 Cologne, 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.

As from the date of the approval of this Prospectus as of 14 October 2020 and for the 12 months thereafter, the constitutive documents of abc SME Lease Germany SA are available for inspection and copies of these documents may be obtained, free of charge, upon request, by email-scan or during customary business hours at the specified offices of the Principal Paying Agent (to the extent it has received copies thereof) and at the registered office of the Issuer and, at the specified offices of the Luxembourg Listing Agent. The following documents will also be available at the offices of the Principal Paying Agent (to the extent it has received copies thereof) and of the Issuer:

(a) the up-to-date deed of incorporation of abc SME Lease Germany SA;

(b) the resolution of the board of directors of abc SME Lease Germany SA approving the issue of the Notes;

(c) the audited financial statements of abc SME Lease Germany SA for the periods from 1 January 2018 to 31 December 2018 and from 1 January 2019 to 31 December 2019;

(d) the future annual financial statements of abc SME Lease Germany SA (interim financial statements will not be prepared);

(e) all notices given to the Noteholders pursuant to the Terms and Conditions;

(f) this Prospectus and all Transaction Documents (other than the Subscription Agreement) referred to in this Prospectus; and

(g) the resolution of the shareholder of abc SME Lease Germany SA authorising the undertakings of the Issuer in Clauses 36 (*Other Undertakings of the Issuer*) and 37 (*Actions of the Issuer requiring consent*) of the Trust Agreement.

If any Noteholder requests any of the documents listed under (a) to (f) (inclusive), the Issuer or the Principal Paying Agent, as applicable, will be entitled to provide such Noteholder with such document by way of email.

The Master Servicer will procure that European Data Warehouse will make all of the documents listed under (a) to (f) (inclusive) available to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and, upon request, to potential investors on its website www.eurodw.eu until the full redemption of the Notes as long as no securitisation repository is registered in accordance with Article 10 of the

Securitisation Regulation. If a securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation, the Principal Paying Agent will make such documents available to such securitisation repository. The website of European Data Warehouse (www.eurodw.eu) will then cross-refer to such securitisation repository.

Other than the documents and information available at the offices of the Luxembourg Listing Agent, which will only be available as 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 of the Luxembourg Stock Exchange, the documents and information described above will be available for inspection at the specified places until the Notes have been redeemed in full.

Post-issuance Reporting

As from the date of its approval of this Prospectus as of 14 October 2020, the Principal Paying Agent will provide the Issuer, the Corporate Administrator, the 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 of the Luxembourg Stock Exchange, with the following information, all in accordance with the Agency Agreement and the Terms and Conditions of the Notes:

(i) with respect to each Payment Date, the Interest Amount pursuant to Condition 6.1 (*Interest Calculation*) of the Terms and Conditions of the Notes;

(ii) with respect to each Payment Date, the amount of Interest Shortfall pursuant to Condition 6.5 (*Interest Shortfall*) of the Terms and Conditions of the Notes, if any;

(iii) with respect to each Payment Date the amount of principal on each Class A Note, each Class B Note and each Class C Note pursuant to Condition 7 (*Replenishment and Redemption*) of the Terms and Conditions of the Notes to be paid on such Payment Date;

(iv) with respect to each Payment Date the Note Principal Amount of each Class A Note and each Class B Note and the Class A Principal Amount, the Class B Principal Amount and the Class C Principal Amount as from such Payment Date; and

(v) in the event the payments to be made on a Payment Date constitute the final payment with respect to the Notes pursuant to Condition 7.3 (*Legal Redemption Date*) of the Terms and Conditions of the Notes, the fact that such is the final payment.

In each case, such notification shall be made by the Principal Paying Agent on the second Business Day after the Cut-Off Date prior to the relevant Payment Date.

Additionally, as long as no securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation, the Master Servicer will make the information required by the Securitisation Regulation Disclosure Requirements available by means of an Investor Report on a monthly basis on the website of European Data Warehouse (www.eurodw.eu) to the Noteholders, the relevant competent authorities as referred to in Articles 29 and 36 of the Securitisation Regulation and, upon request, potential investors. Such website will comply with the requirements set out in Article 7(2) of the Securitisation Regulation. If a securitisation repository should be registered in accordance with Article 10 of the Securitisation Regulation, the Master Servicer will make the information available to such securitisation repository.

Clearing Systems

Euroclear Bank S.A./N.V. 1 Boulevard du Roi Albert II 1210 Brussels Belgium

Clearstream Banking S.A. 42 Avenue John F. Kennedy L-1855 Luxembourg

Clearing Codes

	Class A Notes	Class B Notes	Class C Notes
ISIN:	XS2231779302	XS2231781464	XS2231782355
Common Code:	223177930	223178146	223178235
WKN:	A282NU	A282NW	A282NV

INDEX OF DEFINED TERMS

ISSUER
abc SME Lease Germany SA,
acting in respect of its Compartment 7
22-24 Boulevard Royal
L-2449 Luxembourg
Luxembourg

SECURITY TRUSTEE
Wilmington Trust SP Services (Frankfurt) GmbH
Steinweg 3-5
D-60313 Frankfurt am Main
Germany

THE LUXEMBOURG LISTING AGENT
The Bank of New York Mellon SA/NV, Luxembourg Branch

Vertigo Building - Polaris
2 - 4, rue Eugene Ruppert
L-2453 Luxembourg
Luxembourg

CASH ADMINISTRATOR
Circumference FS (Luxembourg) SA
22-24 Boulevard Royal
L-2449 Luxembourg
Luxembourg

PRINCIPAL PAYING AGENT
The Bank of New York Mellon,
acting through its London Branch
One Canada Square
London E14 5AL
United Kingdom

ACCOUNT BANK
The Bank of New York Mellon,
acting through its Frankfurt Branch
Friedrich-Ebert-Anlage 49
D-60308 Frankfurt am Main
Germany

LEAD MANAGER
Landesbank Baden-Württemberg
Am Hauptbahnhof 2
70173 Stuttgart
Germany

AUDITORS OF THE ISSUER
Deloitte Audit S.à.r.l.
20, Boulevard de Kockelscheuer
L-1821 Luxembourg
Luxembourg

FINANCIAL SECTION

1. abc SME Lease Germany SA. audited financial statement as of 31 December 2018

2. abc SME Lease Germany SA. audited financial statement as of 31 December 2019

abc SME Lease Germany S.A.
Société Anonyme

ANNUAL ACCOUNTS AND
REPORT OF THE REVISEUR D'ENTREPRISES AGREE
FOR THE FINANCIAL YEAR
ENDED 31 DECEMBER 2018

Address:
22-24 Boulevard Royal
L-2449 Luxembourg

RCS Luxembourg : B 178.866

abc SME Lease Germany S.A.

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abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

The Board of Directors of abc SME Lease Germany S.A. (the 'Company') herewith submits its report for the year ended 31 December 2018.

General

The Company is a Securitization company within the meaning of the Law of March 22, 2004 on Securitization, hereafter the "Securitization Law", and has as its corporate purpose the securitization of lease receivables. The Company is organised under the laws of Luxembourg as a "Société Anonyme" for an unlimited period of time.

The Company may, in accordance with the terms of the Securitization Law, and in particular its article 4, create one or more compartments. Each compartment shall, unless otherwise provided for in the resolution of the Board of Directors creating such compartment, correspond to a distinct part of the assets and liabilities in respect of the corresponding funding.

Summary of activities

Compartment 2:

On 24 April 2015 the Company created its second Compartment named Compartment 2.

On 20 August 2015 the Company under Compartment 2 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 503,008,219 for a price of EUR 503,008,219 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 2 was decreased by a total of EUR 23,314,321 by way of payments collected via abcfinance GmbH (2017: EUR 128,414,509). In addition, a Clean-up Call was exercised and the remaining Permitted Assets in Compartment 2 was sold to abcbank GmbH for an aggregate outstanding nominal amount of EUR 97,737,802. Interest income in Compartment 2 for the period ended 31 December 2018 amounts to EUR 929,957 (2017: EUR 6,233,487).

The purchase of the Lease Receivables has been financed by the issue of EUR 382,700,000 Class A Fixed Rate Amortising Notes due October 2026 (the "Class A Notes"), EUR 30,800,000 Class B Fixed Rate Amortising Notes due December 2026 (the "Class B Notes"), EUR 29,300,000 Class C Fixed Rate Amortising Notes due October 2026 (the "Class C Notes"), EUR 60,200,000 Class D Variable Rate Amortising Notes due October 2026 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 3,913,219.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 2 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.
As at 31 December 2018, Compartment 2 has fully redeemed the outstanding principal amounts on each Class A Note issued, Class B Note issued, Class C Note issued and Class D Note issued. Compartment 2 has also fully redeemed the Subordinated Loan principal.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Compartment 3:

On 10 May 2016 the Company created its third Compartment named Compartment 3.

On 18 October 2016 the Company under Compartment 3 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 433,322,797 for a price of EUR 433,322,797 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.
The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 3 was decreased by a total of EUR 116,693,346 by way of payments collected via abcfinance GmbH (2017: EUR 136,267,898). Interest income in Compartment 3 for the year ended 31 December 2018 amounts to EUR 6,887,714 (2017: EUR 11,377,836).

The purchase of the Lease Receivables has been financed by the issue of EUR 349,900,000 Class A Fixed Rate Amortising Notes due November 2024 (the "Class A Notes"), EUR 29,200,000 Class B Fixed Rate Amortising Notes due November 2024 (the "Class B Notes"), EUR 19,500,000 Class C Fixed Rate Amortising Notes due November 2024 (the "Class C Notes"), EUR 34,700,000 Class D Variable Rate Amortising Notes due November 2024 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 4,022,797.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 3 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2018, Compartment 3 has redeemed the amount of EUR 34,204 (2017: EUR 39,549) on the principal of each Class A Note issued and EUR 328,158 (2017: EUR 522,563) on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2018.

Compartment 4:

On 29 May 2017 the Company created its fourth Compartment named Compartment 4.

On 14 August 2017 the Company under Compartment 4 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 366,861,763 for a price of EUR 366,861,763 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 4 was decreased by a total of EUR 110,899,333 by way of payments collected via abcfinance GmbH (2017: EUR 46,010,643). Interest income in Compartment 4 for the year ended 31 December 2018 amounts to EUR 9,142,867.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

The purchase of the Lease Receivables has been financed by the issue of EUR 296,100,000 Class A Fixed Rate Amortising Notes due August 2028 (the "Class A Notes"), EUR 30,300,000 Class B Fixed Rate Amortising Notes due August 2028 (the "Class B Notes"), EUR 22,000,000 Class C Fixed Rate Amortising Notes due August 2028 (the "Class C Notes"), EUR 18,400,000 Class D Variable Rate Amortising Notes due August 2028 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 3,471,763.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 4 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2018, Compartment 4 has redeemed the amount of EUR 37,929 (2017: EUR 12,505), on the principal of each Class A Note issued and EUR 453,110 (2017: EUR 112,699) on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2018.

Compartment 5:

On 16 May 2018 the Company created its fifth Compartment named Compartment 5.

On 14 August 2018 the Company under Compartment 5 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 496,994,066 for a price of EUR 496,994,066 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 5 was decreased by a total of EUR 66,854,160 by way of payments collected via abcfinance GmbH. Interest income in Compartment 5 for the year ended 31 December 2018 amounts to EUR 6,712,687.

The purchase of the Lease Receivables has been financed by the issue of EUR 401,300,000 Class A Fixed Rate Amortising Notes due August 2026 (the "Class A Notes"), EUR 45,900,000 Class B Fixed Rate Amortising Notes due August 2026 (the "Class B Notes"), EUR 24,800,000 Class C Fixed Rate Amortising Notes due August 2026 (the "Class C Notes"), EUR 24,900,000 Class D Variable Rate Amortising Notes due August 2026 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 4,494,066.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 5 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2018, Compartment 5 has redeemed the amount of EUR 13,565 on the principal of each Class A Note issued and EUR 160,071 on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2018.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Voting rights

Each issued share holds one vote in a Meeting of Shareholders. No special voting rights exist, nor does the sole Shareholder have any special right of control.

Acquisition of own shares

The Company may, to the extent and under the terms permitted by law, purchase its own shares. During the year ended 31 December 2018 the Company has not purchased any of its own shares.

Research and development activities

The Company was neither involved nor participated in any kind of research or development activities in the year ended 31 December 2018.

Branches and participations of the Company

The Company does not have any branches or participations.

Board of Directors

The Company is managed by a Board of Directors comprising of at least three members. The Directors, whether shareholders or not, are appointed for a period not exceeding six years by the sole Shareholder, who may at any time remove them.

The Board of Directors is vested with the powers to perform all acts of administration and disposition in compliance with the corporate objects of the Company. The Company will be bound in any circumstances by the joint signatures of two members of the Board of Directors unless special decisions have been reached concerning the authorised signature in case of delegation of powers or proxies.

Effective as of 25 June 2018, Ms. C. Lampis resigned from her position as Director of the Company and was replaced by Ms. M. Mussai-Ramassur with effect as of 25 June 2018. Effective as of 14 September 2018, Ms. C. Pirrie resigned from her position as Director of the Company and was replaced by Mr. I. Valikoff with effect as of 30 August 2018. As at 31 December 2018, Ms. Z.H. Cammans, Ms M. Mussai-Ramassur and Mr. I. Valikoff were holding office as Directors of the Company.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Internal control and risk management procedures

The Board of Directors is responsible for managing the Company and carefully managing the Company's system of internal control and risk management. Its members are jointly accountable for the management of the Company and ensure that the statutory and legal requirements and obligations of the Company are met and complied with.

The Board has the overall responsibility for the Company's system of internal control and for achieving its effectiveness. This system of internal control is designed to manage, rather than eliminate, risk of failure to achieve business objectives and can only provide reasonable and not absolute assurance against material misstatement or loss. The Company operates a management structure with clear delegated authority levels and clear functional reporting lines and accountability. All relevant decisions are subject to appropriate authorisation procedures. The Board monitors financial and operational performance and compliance controls on a continuing basis and identifies and responds to business risks as they arise.

Instruments listed on regulated market

The Company has issued bonds which are traded on the Luxembourg Stock Exchange, but no other instruments such as shares of the Company are traded on any regulated market.

As the Company has only issued securities other than shares to trading on a regulated market within the meaning of Article 4, paragraph (1), point 14), of Directive 2004/39/EC and has not issued shares which are traded on a multilateral trading facility within the meaning of Article 4, paragraph (1), point 15) of Directive 2004/39/EC, it is not under an obligation to subject itself to a corporate governance code and has not opted to voluntarily subject itself to any corporate governance code.

Related business risks

Credit risk:
The Company may be exposed to a credit risk with third parties with whom it trades and may also bear the risk of settlement default.

Counterparty risk:
Some of the assets will expose the Company to the risk of Counterparty default.

Interest rate risk:
The Receivables, the Class A, B and C Notes and the Subordinated Loan of all compartments bear interest at fixed rates, while the Class D Note bears a variable interest based on the remaining cash flow at each Payment Date. The Board of Directors therefore considers this risk negligent.

Liquidity risk:

Liquidity risk is the risk that the Company will encounter difficulties in meeting obligations arising from financial liabilities as they fall due. The Company's obligation to the Noteholders is limited to the net proceeds upon realisation of the lease receivables. Should the net proceeds be insuffıcent to make all payments due in respect of a particular series of Notes, the other assets will not be available for payment and deficit is instead borne by the Noteholders.

The market risk, currency risk and the price risk are not defined as the Directors of the Company believe that these risks are not applicable for the Company or are not deemed as principal risks to the Company as a whole.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Subsequent events

Effective as of 4 February 2019, Mr. I. Valikoff resigned from his position as Director of the Company and was replaced by Ms. S. Schmidt with effect as of 21 February 2019.

No other events have occurred subsequent to the year-end which would have a material impact on the annual accounts as at 31 December 2018.

Future outlook

No material changes in activities are contemplated for the year 2019.

Luxembourg, 22 March 2019

Ms Z.H. Cammans
Director

Ms M. Mussai-Ramassur
Director

S. Schmidt

Ms S. Schmidt
Director

Deloitte.

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To the Sole Shareholder of
abc SME Lease Germany S.A.
22-24 Boulevard Royal
L-2449 Luxembourg

REPORT OF THE REVISEUR D'ENTREPRISES AGREE

Report on the Audit of the Annual accounts

Opinion

We have audited the annual accounts of abc SME Lease Germany S.A. (the "Company"), which comprise the balance sheet as at December 31, 2018, the profit and loss account for the year then ended, and notes to the annual accounts, including a summary of significant accounting policies.

In our opinion, the accompanying annual accounts give a true and fair view of the financial position of the Company as at December 31, 2018, and of the results of its operations for the year then ended in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the annual accounts.

Basis for Opinion

We conducted our audit in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 on the audit profession (Law of 23 July 2016) and with International Standards on Auditing (ISAs) as adopted for Luxembourg by the "Commission de Surveillance du Secteur Financier" (CSSF). Our responsibilities under those Regulation, Law and standards are further described in the "Responsibilities of the "Réviseur d'Entreprises Agréé" for the Audit of the Annual accounts" section of our report. We are also independent of the Company in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants (IESBA Code) as adopted for Luxembourg by the CSSF together with the ethical requirements that are relevant to our audit of the annual accounts, and have fulfilled our other ethical responsibilities under those ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

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Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the annual accounts of the current period. These matters were addressed in the context of the audit of the annual accounts as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Investments held as fixed assets - Recoverability	
As described in note 3 and note 14 to the annual accounts, the Company's activity consists in issuing structured debt instruments. The issuance proceeds are invested in lease receivables derived from objects such as production machinery, trucks, trailers, busses and other vehicles. Hence, as at December 31, 2018, the balance of investments held as fixed assets amounts to EUR 782.330.850. For the year then ended, a value adjustment of EUR 5.115.922 has been accounted for on the principal amount. A value adjustment is recorded if the receivable is aged (outstanding for more than 210 days). The notes issued are backed by the investments held as fixed assets. Obtaining reasonable assurance on the recoverability of these investments in accordance with the provisions of the Luxembourg legal and regulatory requirements represents therefore a key audit matter in our audit.	Our audit procedures designed to cover this risk included the testing of the relevant controls within the Company and within the Loan Servicer. In this context, we assessed the internal control environment, including the design, implementation and operating effectiveness of these internal controls. We have also performed substantive procedures in order to address the risks of material misstatement related to the valuation of investments. These procedures included the review on sample basis of the relevant legal documents and bank confirmations showing the collections. Furthermore, in the context of our review of subsequent events, we reconciled post balance sheet collections as per bank statements with expected collections. We reconciled the outstanding lease receivables as at year-end with a confirmation provided by the originator. Finally, we considered the appropriateness of the related disclosures in the annual accounts of the Company.

Other information

The Board of Directors is responsible for the other information. The other information comprises the information stated in the management report and the Corporate Governance Statement but does not include the annual accounts and our report of the "Réviseur d'Entreprises Agréé" thereon.

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Our opinion on the annual accounts does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the annual accounts, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the annual accounts or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report this fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors

The Board of Directors is responsible for the preparation and fair presentation of these annual accounts in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the annual accounts, and for such internal control as the Board of Directors determines is necessary to enable the preparation of annual accounts that are free from material misstatement, whether due to fraud or error.

In preparing the annual accounts, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Responsibilities of the "Réviseur d'Entreprises Agréé" for the Audit of the Annual accounts

The objectives of our audit are to obtain reasonable assurance about whether the annual accounts as a whole are free from material misstatement, whether due to fraud or error, and to issue a report of the "Réviseur d'Entreprises Agréé" that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual accounts.

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As part of an audit in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the annual accounts, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.
- Conclude on the appropriateness of Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report of the "Réviseur d'Entreprises Agréé" to the related disclosures in the annual accounts or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our report of the "Réviseur d'Entreprises Agréé". However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the annual accounts, including the disclosures, and whether the annual accounts represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the annual accounts of the current period and are therefore the key audit matters. We describe these matters in our report unless law or regulation precludes public disclosure about the matter.

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Report on Other Legal and Regulatory Requirements

We have been appointed as “Réviseur d'Entreprises Agréé” by the General Meeting of the Board of Directors on June 15, 2018 and the duration of our uninterrupted engagement, including previous renewals and reappointments, is 1 year.

The management report is consistent with the annual accounts and has been prepared in accordance with applicable legal requirements.

The Corporate Governance Statement is included in the management report. The information required by Article 68ter paragraph (1) letters c) and d) of the law of 19 December 2002 on the commercial and companies register and on the accounting records and annual accounts of undertakings, as amended, is consistent with the annual accounts and has been prepared in accordance with applicable legal requirements.

We confirm that the prohibited non-audit services referred to in the EU Regulation N° 537/2014, on the audit profession were not provided and that we remain independent of the Company in conducting the audit.

Other matter

The Corporate Governance Statement includes, when applicable, information required by Article 68ter paragraph (1) points a), b), e), f) and g) of the law of 19 December 2002 on the commercial and companies register and on the accounting records and annual accounts of undertakings, as amended.

For Deloitte Audit, *Cabinet de Révision Agréé*

Ekaterina Volotovskaya, *Réviseur d'Entreprises Agréé*
Partner

March 22, 2019

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RCSL Nr. B178866	Matricule 2013 2213 578
	eCDF entry date :

BALANCE SHEET

Financial year from 01 01/01/2018 **to** 02 31/12/2018 *(in* 03 EUR *)*

abc SME Lease Germany SA

22-24, Boulevard Royal
L-2449 Luxembourg

ASSETS

		Reference(s)		Current year		Previous year
A. Subscribed capital unpaid	1101		101		102	
I. Subscribed capital not called	1103		103		104	
II. Subscribed capital called but unpaid	1105		105		106	
B. Formation expenses	1107		107		108	
C. Fixed assets	1109		109	782.330.850,00	110	702.286.310,00
I. Intangible assets	1111		111		112	
1. Costs of development	1113		113		114	
2. Concessions, patents, licences, trade marks and similar rights and assets, if they were	1115		115		116	
a) acquired for valuable consideration and need not be shown under C.I.3	1117		117		118	
b) created by the undertaking itself	1119		119		120	
3. Goodwill, to the extent that it was acquired for valuable consideration	1121		121		122	
4. Payments on account and intangible assets under development	1123		123		124	
II. Tangible assets	1125		125		126	
1. Land and buildings	1127		127		128	
2. Plant and machinery	1129		129		130	

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		Reference(s)		Current year		Previous year
3. Other fixtures and fittings, tools and equipment	1131		131		132	
4. Payments on account and tangible assets in the course of construction	1133		133		134	
III. Financial assets	1135	3	135	782.330.850,00	136	702.286.310,00
1. Shares in affiliated undertakings	1137		137		138	
2. Loans to affiliated undertakings	1139		139		140	
3. Participating interests	1141		141		142	
4. Loans to undertakings with which the undertaking is linked by virtue of participating interests	1143		143		144	
5. Investments held as fixed assets	1145		145		146	
6. Other loans	1147		147	782.330.850,00	148	702.286.310,00
D. Current assets	1151		151	42.014.225,00	152	42.621.484,00
I. Stocks	1153		153		154	
1. Raw materials and consumables	1155		155		156	
2. Work in progress	1157		157		158	
3. Finished goods and goods for resale	1159		159		160	
4. Payments on account	1161		161		162	
II. Debtors	1163	4	163	31.718.525,00	164	33.522.812,00
1. Trade debtors	1165		165		166	
a) becoming due and payable within one year	1167		167		168	
b) becoming due and payable after more than one year	1169		169		170	
2. Amounts owed by affiliated undertakings	1171		171		172	
a) becoming due and payable within one year	1173		173		174	
b) becoming due and payable after more than one year	1175		175		176	
3. Amounts owed by undertakings with which the undertaking is linked by virtue of participating interests	1177		177		178	
a) becoming due and payable within one year	1179		179		180	
b) becoming due and payable after more than one year	1181		181		182	
4. Other debtors	1183		183	31.718.525,00	184	33.522.812,00
a) becoming due and payable within one year	1185		185	31.718.525,00	186	33.522.812,00
b) becoming due and payable after more than one year	1187		187		188	

		Reference(s)		Current year		Previous year
III. Investments	1189		189		190	
1. Shares in affiliated undertakings	1191		191		192	
2. Own shares	1209		209		210	
3. Other investments	1195		195		196	
IV. Cash at bank and in hand	1197	5	197	10.295.700,00	198	9.098.672,00
E. Prepayments	1199		199	6.605,00	200	18.623,00
TOTAL (ASSETS)			201	824.351.680,00	202	744.926.417,00

CAPITAL, RESERVES AND LIABILITIES

		Reference(s)		Current year		Previous year
A. Capital and reserves	1301	6	301	31.000,00	302	31.000,00
I. Subscribed capital	1303		303	31.000,00	304	31.000,00
II. Share premium account	1305		305		306	
III. Revaluation reserve	1307		307		308	
IV. Reserves	1309		309		310	
1. Legal reserve	1311		311		312	
2. Reserve for own shares	1313		313		314	
3. Reserves provided for by the articles of association	1315		315		316	
4. Other reserves, including the fair value reserve	1429		429		430	
a) other available reserves	1431		431		432	
b) other non available reserves	1433		433		434	
V. Profit or loss brought forward	1319		319		320	
VI. Profit or loss for the financial year	1321		321		322	
VII. Interim dividends	1323		323		324	
VIII. Capital investment subsidies	1325		325		326	
B. Provisions	1331	8	331	18.114,00	332	46.520,00
1. Provisions for pensions and similar obligations	1333		333		334	
2. Provisions for taxation	1335		335		336	
3. Other provisions	1337		337	18.114,00	338	46.520,00
C. Creditors	1435		435	824.302.566,00	436	744.848.897,00
1. Debenture loans	1437	9	437	811.577.924,00	438	732.263.573,00
a) Convertible loans	1439		439		440	
i) becoming due and payable within one year	1441		441		442	
ii) becoming due and payable after more than one year	1443		443		444	
b) Non convertible loans	1445		445	811.577.924,00	446	732.263.573,00
i) becoming due and payable within one year	1447		447	335.476.840,00	448	354.110.157,00
ii) becoming due and payable after more than one year	1449		449	476.101.084,00	450	378.153.416,00
2. Amounts owed to credit institutions	1355		355		356	
a) becoming due and payable within one year	1357		357		358	
b) becoming due and payable after more than one year	1359		359		360	

	Reference(s)		Current year		Previous year
3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks	1361	361		362	
a) becoming due and payable within one year	1363	363		364	
b) becoming due and payable after more than one year	1365	365		366	
4. Trade creditors	1367	367		368	
a) becoming due and payable within one year	1369	369		370	
b) becoming due and payable after more than one year	1371	371		372	
5. Bills of exchange payable	1373	373		374	
a) becoming due and payable within one year	1375	375		376	
b) becoming due and payable after more than one year	1377	377		378	
6. Amounts owed to affiliated undertakings	1379 10	379	10.362.746,00	380	10.723.238,00
a) becoming due and payable within one year	1381	381	0,00	382	4.676.534,00
b) becoming due and payable after more than one year	1383	383	10.362.746,00	384	6.046.704,00
7. Amounts owed to undertakings with which the undertaking is linked by virtue of participating interests	1385	385		386	
a) becoming due and payable within one year	1387	387		388	
b) becoming due and payable after more than one year	1389	389		390	
8. Other creditors	1451 11	451	2.361.896,00	452	1.862.086,00
a) Tax authorities	1393	393	19.332,00	394	40.846,00
b) Social security authorities	1395	395		396	
c) Other creditors	1397	397	2.342.564,00	398	1.821.240,00
i) becoming due and payable within one year	1399	399	2.342.564,00	400	1.821.240,00
ii) becoming due and payable after more than one year	1401	401		402	
D. Deferred income	1403	403		404	
TOTAL (CAPITAL, RESERVES AND LIABILITIES)		405	824.351.680,00	406	744.926.417,00

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RCSL Nr. B178866	Matricule 2013 2213 578
	eCDF entry date :

PROFIT AND LOSS ACCOUNT

Financial year from 01 01/01/2018 **to** 02 31/12/2018 *(in* 03 EUR *)*

abc SME Lease Germany SA

22-24, Boulevard Royal
L-2449 Luxembourg

PROFIT AND LOSS ACCOUNT

	Reference(s)	Current year	Previous year
1. Net turnover	1701	701	702
2. Variation in stocks of finished goods and in work in progress	1703	703	704
3. Work performed by the undertaking for its own purposes and capitalised	1705	705	706
4. Other operating income	1713	713	714
5. Raw materials and consumables and other external expenses	1671	671 -396.703,00	672 -474.260,00
a) Raw materials and consumables	1601	601	602
b) Other external expenses	1603 12	603 -396.703,00	604 -474.260,00
6. Staff costs	1605	605	606
a) Wages and salaries	1607	607	608
b) Social security costs	1609	609	610
i) relating to pensions	1653	653	654
ii) other social security costs	1655	655	656
c) Other staff costs	1613	613	614
7. Value adjustments	1657	657	658
a) in respect of formation expenses and of tangible and intangible fixed assets	1659	659	660
b) in respect of current assets	1661	661	662
8. Other operating expenses	1621	621	622

		Reference(s)		Current year		Previous year
9. Income from participating interests	1715		715		716	
a) derived from affiliated undertakings	1717		717		718	
b) other income from participating interests	1719		719		720	
10. Income from other investments and loans forming part of the fixed assets	1721	13	721	31.587.996,00	722	27.559.493,00
a) derived from affiliated undertakings	1723		723		724	
b) other income not included under a)	1725		725	31.587.996,00	726	27.559.493,00
11. Other interest receivable and similar income	1727		727		728	
a) derived from affiliated undertakings	1729		729		730	
b) other interest and similar income	1731		731		732	
12. Share of profit or loss of undertakings accounted for under the equity method	1663		663		664	
13. Value adjustments in respect of financial assets and of investments held as current assets	1665	14	665	-5.115.922,00	666	-3.956.597,00
14. Interest payable and similar expenses	1627	15	627	-26.073.611,00	628	-23.123.134,00
a) concerning affiliated undertakings	1629		629	-187.208,00	630	-162.915,00
b) other interest and similar expenses	1631		631	-25.886.403,00	632	-22.960.219,00
15. Tax on profit or loss	1635	16	635	-1.760,00	636	-5.502,00
16. Profit or loss after taxation	1667		667	0,00	668	0,00
17. Other taxes not shown under items 1 to 16	1637		637		638	
18. Profit or loss for the financial year	1669		669	0,00	670	0,00

abc SME Lease Germany S.A.

5. NOTES TO THE ANNUAL ACCOUNTS

Note 1 - General information

The Company is a Luxembourg public limited liability company incorporated in Luxembourg on 9 July 2013 under the legal form of "Société Anonyme" having its corporate office at 22-24, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg. The Company is registered at the Registre du Commerce et Sociétés of Luxembourg City under number B178.866.

The financial year of the Company begins January 1st and terminates on December 31st.

The purpose of the Company is the securitisation, within the meaning of the Luxembourg Law of 22 March 2004 on securitisations (hereinafter the "Securitisation Law"), of Lease Receivables (the "Permitted Assets"). The Company may enter into any agreement and perform any action necessary or useful for the purposes of securitising Permitted Assets, including, without limitation, disposing of its assets in accordance with the relevant agreements. The Company may only carry out the above activities if and to the extent that they are compatible with the Securitisation Law.

The Company may, in accordance with the terms of the Securitisation Law, and in particular its article 4, create one or more compartments. Each compartment shall, unless otherwise provided for in the resolution of the Board of Directors creating such compartment, correspond to a distinct part of the assets and liabilities in respect of the corresponding funding.

The Company is included in the consolidated accounts of Wilh. Werhahn KG, forming the largest body of undertakings of which the Company forms a part as a subsidiary undertaking. The registered office of that company is located at Königstrasse 1, 41460 Neuss, Germany, (HRA Nr. 4096) and the consolidated accounts are available at the same address.

In addition, the Company is included in the consolidated accounts of abc Holding GmbH, forming the smallest body of undertakings included in the body of undertakings referred to in the above-mentioned paragraph of which the Company forms a part as a subsidiary undertaking. The registered office of that company is located at Königstrasse 1, D-41460, Neuss, Germany, (HRB Nr. 16336) and the consolidated accounts are available at the same address.

Note 2 - Summary of significant accounting principles

2.1 Basis of preparation

The annual accounts have been prepared in accordance with Luxembourg legal and regulatory requirements under the historical cost convention. Accounting policies and valuation rules are, besides the ones laid down by the Law of 10 December 2010, determined and applied by the Board of Directors.

The preparation of annual accounts required the use of certain critical accounting estimates. It also requires the Board of Directors to exercise its judgement in the process of applying the accounting policies. Changes in assumptions may have a significant impact on the annual accounts in the period in which the assumptions changed. The Board of Directors believes that the underlying assumptions are appropriate and that the annual accounts therefore present the financial position and results fairly.

The Company makes estimates and assumptions that affect the reported amounts of assets and liabilities in the next financial year. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

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5. NOTES TO THE ANNUAL ACCOUNTS

2.2 Significant accounting policies

The main valuation rules applied by the Company are the following:

2.2.1 Formation expenses

The formation expenses of the Company are directly charged to the profit and loss account of the year in which they are incurred.

2.2.2 Financial assets

Permitted Assets included in financial assets are recorded at their acquisition cost less any impairment in value, which, in the opinion of the Board of Directors, can be considered as permanent.

2.2.3 Debtors

Debtors are recorded at their nominal value. They are subject to value adjustments where their recoverability is either uncertain or compromised. These value adjustments are not continued if the reason for which the value adjustments were made has ceased to apply.

2.2.4 Foreign currency translation

The Company maintains its books and records in EUR. No transactions expressed in currencies other than EUR occurred during the financial year.

2.2.5 Prepayments

This asset item includes expenses incurred during the financial year but relating to a subsequent financial year.

2.2.6 Notes issued

The Notes issued are stated at par value less any repayments made to their principal.

2.2.7 Debts

Where the amount repayable on account is greater than the amount received, the difference may be accounted for in the profit and loss account.

2.2.8 Interest receivable and payable

Interest receivable and payable are recorded on an accrual basis.

2.2.9 Tax debts

Tax debts correspond to the tax liability estimated by the Company for the financial year for which the tax return has not yet been filed. Tax advance payments are shown in the assets of the balance sheet under the "Other receivables" item.

2.2.10 Equalisation provision

Losses during the year as a result of sales, default, lower market values or costs may reduce the amount of interest charges to be paid to the Noteholders and, if interest income is not sufficient to cover, the value of the Notes issued. Such shortfalls will be borne by the Noteholders in inverse order of priority of payments. In the case the interest income would not be sufficient to cover the losses, a provision for value diminution will be made and deducted from the amount repayable of the Notes issued and booked in the profit and loss account as an "Equalisation provision" in the position "Other income".

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 3 - Financial assets

Permitted Assets	2018 EUR	2017 EUR
Balance as at 1 January	702,286,310	649,873,322
Additional purchases	496,994,066	366,861,772
Reimbursement during the year	(416,185,704)	(310,693,050)
Value adjustment	(763,822)	(3,755,734)
Balance as at 31 December	782,330,850	702,286,310

On 20 August 2015, Compartment 2 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 503,008,219. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 2 was decreased by a total of EUR 23,314,321 by way of payments collected via abcfinance GmbH (2017: EUR 128,414,509). In addition, a Clean-up Call was exercised and the remaining Permitted Assets in Compartment 2 was sold to abcbank GmbH for an aggregate outstanding nominal amount of EUR 97,737,802.

On 18 October 2016, Compartment 3 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 433,322,797. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 3 was decreased by a total of EUR 116,693,346 by way of payments collected via abcfinance GmbH (2017: EUR 136,267,898).

On 14 August 2017, Compartment 4 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 366,861,763. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 4 was decreased by a total of EUR 110,899,333 by way of payments collected via abcfinance GmbH (2017: EUR 46,010,643).

On 14 August 2018, Compartment 5 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 496,994,066. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2018, the Permitted Assets principal in Compartment 5 was decreased by a total of EUR 66,854,160 by way of payments collected via abcfinance GmbH.

Acquisition of the Permitted Assets was financed by the issue of Class A, Class B and Class C Fixed Rate Amortising Notes and Class D Variable Rate Amortising Notes and through receipt of a Subordinated Loan (see also Note 9).

Pursuant to the Trust Agreement, the Company has transferred, assigned or pledged its rights and claims in all Relevant Receivables and the Related Collateral transferred by the Seller to it under the Receivables Purchase Agreement, as security for the Notes and other obligations specified in the Trust Agreement.

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 4 - Debtors	**2018**	**2017**
	EUR	EUR
Other debtors	31,126,602	31,835,750
Principal Deficiency Ledger - Class D	591,923	484,966
Accrued excess spread	-	1,202,096
Total	31,718,525	33,522,812

Other debtors comprise of collections due on Permitted Assets from abcbank GmbH for the month of December 2018, which shall be paid in January 2019.

The Principal Deficiency Ledger provides for a limited coverage against shortfalls in the payment of the principal of the Notes as a result of any Relevant Receivable becoming a Defaulted Receivable. The Principal Deficiency Ledger can be reduced by an allocation made out of the Available Interest Distribution Amount.

The accrued excess spread represents an overpayment made to investors for Compartment 2. This amount has been netted against the Notes that were fully redeemed in April 2018.

Note 5 - Cash at bank and cash in hand	**2018**	**2017**
	EUR	EUR
Current account (*)	34,232	32,798
Distribution account	10,261,468	9,065,874
Total	10,295,700	9,098,672

(*) the current account belongs to the general compartment; the other accounts belong to Compartments 2, 3, 4 and 5.

Note 6 - Subscribed capital

As of 31 December 2018, the subscribed capital amounts to EUR 31,000 and is divided into 31 shares fully paid-up with a par value of EUR 1,000 each. The authorised capital amounts to EUR 31,000.

Note 7 - Legal reserve

Luxembourg companies are required to allocate to a legal reserve a minimum of 5% of the annual net income, until this reserve equals 10% of the subscribed share capital. This reserve may not be distributed.

Note 8 - Provisions	**2018**	**2017**
	EUR	EUR
Other provisions		
Audit fees	14,536	43,750
Tax advisory fees	1,000	750
Other accruals	2,578	2,020
	18,114	46,520

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans

Notes issued - becoming due and payable within one year	2018 EUR	2017 EUR
Class A Fixed Rate Amortising Notes	318,015,521	233,810,157
Class B Fixed Rate Amortising Notes	17,461,319	30,800,000
Class C Fixed Rate Amortising Notes	-	29,300,000
Class D Variable Rate Amortising Notes	-	60,200,000
Total	335,476,840	354,110,157

Notes issued - becoming due and payable after more than one year	2018 EUR	2017 EUR
Class A Fixed Rate Amortising Notes	243,862,403	224,053,416
Class B Fixed Rate Amortising Notes	87,938,681	59,500,000
Class C Fixed Rate Amortising Notes	66,300,000	41,500,000
Class D Variable Rate Amortising Notes	78,000,000	53,100,000
Total	476,101,084	378,153,416

Class A Fixed Rate Amortising Notes	2018 EUR	2017 EUR
Balance as at 1 January	457,863,573	470,485,535
Issued during the year	401,300,000	296,100,000
Redemption during the year	(297,285,649)	(308,721,962)
	561,877,924	457,863,573
Thereof scheduled for redemption within one year	(318,015,521)	(233,810,157)
Becoming due and payable after more than one year	243,862,403	224,053,416

Compartment 2 has issued 3,827 Class A Notes with a nominal value of EUR 100,000 each.

The Class A Notes bear a fixed rate interest of 0.403% p.a.. Payments on the Class A Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class A Notes amounted EUR 2,796 for the year ended 31 December 2018 (2017: EUR 299,827).

On 20 April 2018, the outstanding principal on the Notes of Compartment 2 has been fully redeemed, using the cash obtained from the repurchase of the Permitted Assets by abcfinance GmbH.

Compartment 3 has issued 3,499 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has redeemed the amount of EUR 34,204 on the principal of each Class A Note issued (2017: EUR 39,549).

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

The Class A Notes for Compartment 3 bear a fixed rate interest of 0.063% p.a.. Payments on the Class A Notes are made monthly in arrears on the 20th of each month. The Class A Notes for Compartment 3 are expected to redeem in November 2024. All payments of interest on and principal of each Class A Note will be due and payable at the latest in July 2027, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 79,764 for the year ended 31 December 2018 (2017: EUR 162,249).

Compartment 4 has issued 2,961 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has redeemed the amount of EUR 37,929 (2017: EUR 12,505) on the principal of each Class A Note issued for Compartment 4.

The Class A Notes bear a fixed rate interest of 0.095% p.a.. Payments on the Class A Notes for Compartment 4 are made monthly in arrears on the 20th of each month. All payments of interest on and principal of each Class A Note will be due and payable at the latest in August 2028, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 192,584 (2017: EUR 96,926) for the year ended 31 December 2018.

Compartment 5 has issued 4,013 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has redeemed the amount of EUR 13,565 on the principal of each Class A Note issued.

The Class A Notes bear a fixed rate interest of 0.111% p.a.. Payments on the Class A Notes for Compartment 5 are made monthly in arrears on the 20th of each month. All payments of interest on and principal of each Class A Note will be due and payable at the latest in August 2026, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 158,802 for the period ended 31 December 2018.

Following the received payments from the Permitted Assets, the Company intends to make further repayments on the outstanding principal of the Class A Notes issued by each Compartment during the year 2019. The Board of Directors has been able to estimate reliably that the amount of EUR 318,015,521 will be repaid in the course of 2019 (2018: EUR 233,810,157) and has thus classified this amount as becoming due and payable within one year.

	2018	**2017**
Class B Fixed Rate Amortising Notes	EUR	EUR
Balance as at 1 January	90,300,000	60,000,000
Issued during the year	45,900,000	30,300,000
Redemption during the year	(30,800,000)	-
	105,400,000	90,300,000
Thereof scheduled for redemption within one year	(17,461,319)	(30,800,000)
Becoming due and payable after more than one year	87,938,681	59,500,000

Compartment 2 has issued 308 Class B Notes with a nominal value of EUR 100,000 each.

The Class B Notes bear a fixed rate interest of 0.757% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class B Notes amounted EUR 56,489 for the year ended 31 December 2018 (2017: EUR 233,156).

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

On 20 April 2018, the outstanding principal on the Notes of Compartment 2 has been fully redeemed, using the cash obtained from the repurchase of the Permitted Assets by abcfinance GmbH.

Compartment 3 has issued 292 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 3 bear a fixed rate interest of 0.313% p.a.. Payments on these Class B Notes are made monthly in arrears on the 20th of each month. The Class B Notes are expected to redeem in November 2024. All payments of interest on and principal of each Class B Note will be due and payable at the latest in July 2027, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 91,396 for the year ended 31 December 2018 (2017: EUR 91,396).

Compartment 4 has issued 303 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 4 bear a fixed rate interest of 0.598% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month. These Class B Notes are expected to redeem in August 2025. All payments of interest on and principal of each Class B Note will be due and payable at the latest in August 2028, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 181,194 for the year ended 31 December 2018 (2017: EUR 65,934).

Compartment 5 has issued 459 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 5 bear a fixed rate interest of 0.665% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month. These Class B Notes are expected to redeem in August 2024. All payments of interest on and principal of each Class B Note will be due and payable at the latest in August 2026, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 115,311 for the period ended 31 December 2018.

Class C Fixed Rate Amortising Notes	**2018**	**2017**
	EUR	EUR
Balance as at 1 January	70,800,000	48,800,000
Issued during the year	24,800,000	22,000,000
Redemption during the year	(29,300,000)	-
	66,300,000	70,800,000
Thereof scheduled for redemption within one year	-	(29,300,000)
Becoming due and payable after more than one year	66,300,000	41,500,000

Compartment 2 has issued 293 Class C Notes with a nominal value of EUR 100,000 each.

The Class C Notes bear a fixed rate interest of 1.230% p.a.. Payments on the Class C Notes are made monthly in arrears on the 20th of each month.

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

Interest expense on the Class C Notes amounted EUR 109,118 for the year ended 31 December 2018 (2017: EUR 360,390).

On 20 April 2018, the outstanding principal on the Notes of Compartment 2 has been fully redeemed, using the cash obtained from the repurchase of the Permitted Assets by abcfinance GmbH.

Compartment 3 has issued 195 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 3 bear a fixed rate interest of 0.526% p.a.. Payments on the Class C Notes are made monthly in arrears on the 20th of each month. These Class C Notes are expected to redeem in November 2024. All payments of interest on and principal of each Class C Note will be due and payable at the latest in July 2027, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 102,570 for the year ended 31 December 2018 (2017: EUR 102,570).

Compartment 4 has issued 220 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 4 bear a fixed rate interest of 1.018% p.a.. Payments on these Class C Notes are made monthly in arrears on the 20th of each month. The Class C Notes are expected to redeem in July 2025. All payments of interest on and principal of each Class C Note will be due and payable at the latest in August 2028, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 223,960 for the year ended 31 December 2018 (2017: EUR 81,497).

Compartment 5 has issued 248 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 5 bear a fixed rate interest of 1.098% p.a.. Payments on these Class C Notes are made monthly in arrears on the 20th of each month. The Class C Notes are expected to redeem in August 2024. All payments of interest on and principal of each Class C Note will be due and payable at the latest in August 2026, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 102,870 for the period ended 31 December 2018.

Class D Variable Rate Amortising Notes	**2018** EUR	**2017** EUR
Balance as at 1 January	113,300,000	94,900,000
Issued during the year	24,900,000	18,400,000
Redemption during the year	(60,200,000)	-
	78,000,000	113,300,000
Thereof scheduled for redemption within one year	-	(60,200,000)
Becoming due and payable after more than one year	78,000,000	53,100,000

Compartment 2 has issued 602 Class D Notes with a nominal value of EUR 100,000 each.

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

The Class D Notes for Compartment 2 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 784,929 for the year ended 31 December 2018 (2017: EUR 5,752,858).

On 20 April 2018, the outstanding principal on the Notes of Compartment 2 has been fully redeemed, using the cash obtained from the repurchase of the Permitted Assets by abcfinance GmbH.

Compartment 3 has issued 347 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 3 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 8,183,586 for the year ended 31 December 2018 (2017: EUR 11,128,100).

Compartment 4 has issued 184 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 4 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 9,221,801 for the year ended 31 December 2018.(2017: EUR 4,531,295).

Compartment 5 has issued 249 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2018, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 5 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 6,209,747 for the period ended 31 December 2018.

The Company's obligations to make payments of principal of and interest on the Class D Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes, the Class B Notes and the Class C Notes. The Company's obligations to make payments of principal of and interest on the Class C Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes and the Class B Notes. The Company's obligations to make payments of principal of and interest on the Class B Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes.

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 10 - Amounts owed to affiliated undertakings

Subordinated Loan	2018 EUR	2017 EUR
Balance as at 1 January	10,723,238	7,886,737
Issued during the year	4,494,066	3,471,763
Redemption during the year	(4,854,558)	(635,262)
	10,362,746	10,723,238
Thereof scheduled for redemption within one year	-	(4,676,534)
Becoming due and payable after more than one year	10,362,746	6,046,704

On 20 August 2015, Compartment 2 has been granted a Subordinated Loan in the amount of EUR 3,913,219 from abcbank GmbH. The loan carries an interest rate of 2.3% per annum.

During the year 2018, there was no redemption on the Subordinated Loan principal (2017: 0). Interest expense on the Subordinated Loan amounted to EUR 16,296 for the year ended 31 December 2018 (2017: 56,456). The Subordinated Loan for Compartment 2 has been fully redeemed on 20 April 2018 following the repurchase of the Permitted Assets by abcfinance GmbH.

On 18 October 2016, Compartment 3 has been granted a Subordinated Loan in the amount of EUR 4,022,797 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2018, an amount of EUR 328,158 was redeemed on the Subordinated Loan principal for Compartment 3 (2017: EUR 522,563). Interest expense on these Subordinated Loan amounted to EUR 68,965 for the year ended 31 December 2018 (2017: EUR 79,584).

On 14 August 2017, Compartment 4 has been granted a Subordinated Loan in the amount of EUR 3,471,763 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2018, an amount of EUR 453,110 was redeemed on the Subordinated Loan principal for Compartment 4 (2017: EUR 112,699). Interest expense on these Subordinated Loan amounted to EUR 67,361 for the year ended 31 December (2017: EUR 26,875).

On 14 August 2018, Compartment 5 has been granted a Subordinated Loan in the amount of EUR 4,494,066 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2018, an amount of EUR 160,071 was redeemed on the Subordinated Loan principal for Compartment 5. Interest expense on these Subordinated Loan amounted to EUR 34,586 for the period ended 31 December .

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 11 - Other creditors

Tax debts	2018 EUR	2017 EUR
Corporate income tax payable	-	2,172
Luxembourg VAT to be paid	19,332	38,674
	19,332	40,846

Other creditors	2018 EUR	2017 EUR
Interest on Class A Notes	17,339	12,476
Interest on Class B Notes	17,656	15,453
Interest on Class C Notes	18,297	20,989
Interest on Class D Notes	2,181,400	1,736,395
Interest on Subordinated Loan	6,615	6,104
Creditors	36,031	29,823
Servicer fees	-	-
Other amounts payable	65,226	-
Total	2,342,564	1,821,240

Interest on Class D Notes consist of any remaining amount after all prior payments were made in accordance with transaction documents.

Note 12 - Other external expenses

	2018 EUR	2017 EUR
Servicer fees	195,719	68,250
Maintenance fees	103,644	82,141
Other note issue expenses	60,413	199,340
Trustee services	36,528	30,493
Tax advisory fees	250	452
Other operating charges	140	153
Bank charges	132	22,634
Audit fees	(123)	70,797
Total	396,703	474,260

Note 13 - Income from other investments and loans forming part of the fixed assets

Other income	2018 EUR	2017 EUR
Interest income from Permitted Assets	23,673,225	22,586,774
Recoveries	3,060,878	1,526,120
Reimbursement defaulted receivables	4,853,893	3,446,599
	31,587,996	27,559,493

Reimbursement of defaulted receivables represent defaults that have been recovered through the Principal Deficiency Ledger (Refer to Note 4).

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 14 - Value adjustments in respect of financial assets and of investments held as current assets

Value adjustment in respect of financial assets	2018 EUR	2017 EUR
Defaulted receivables - principal amount	767,431	3,755,734
Defaulted receivables - interest amount	4,348,491	200,863
Total	5,115,922	3,956,597

Note 15 - Interest payable and similar expenses

Concerning affiliated undertakings	2018 EUR	2017 EUR
Interest payable on Subordinated Loan	187,208	162,915

Other interest and similar expenses	2018 EUR	2017 EUR
Interest charges on Class A Notes	433,946	559,002
Interest charges on Class B Notes	444,390	390,486
Interest charges on Class C Notes	538,518	544,457
Interest expense on Class D Notes	24,400,063	21,412,253
Interest expense on bank accounts	69,486	54,021
Total	25,886,403	22,960,219

Note 16 - Taxes

The Company is subject to all taxes applicable to commercial companies in Luxembourg incorporated under the Securitisation Law.

Note 17 - Staff

The Company did not employ any staff during the period under review.

Note 18 - Emoluments granted to the Members of the Board of Directors

No emoluments have been granted to any member of the Board of Directors, nor have any obligations arisen or been entered into by the Company in respect of retirement pensions for former members of the Board of Directors.

Note 19 - Loans or advances granted to the Members of the Board of Directors

No loans or advances have been granted to any member of the Board of Directors.

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2018 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
ASSETS								
A. Fixed assets								
Financial assets								
Other loans	782,330,850	702,286,310	-	-	-	121,877,839	143,517,342	260,210,688
	782,330,850	**702,286,310**	**-**	**-**	**-**	**121,877,839**	**143,517,342**	**260,210,688**
B. Current assets								
Debtors								
Other debtors								
- becoming due and payable within one year	31,718,525	33,522,812	158	111	2,419	11,031,715	8,591,770	11,932,034
Cash at bank and cash in hand	10,295,700	9,098,672	34,232	32,798	71,728	2,340,366	3,100,011	3,428,164
	42,014,225	**42,621,484**	**34,390**	**32,909**	**74,147**	**13,372,081**	**11,691,781**	**15,360,198**
C. Prepayments	**6,605**	**18,623**	**-**	**-**	**-**	**-**	**2,491**	**18,623**
TOTAL (ASSETS)	**824,351,680**	**744,926,417**	**34,390**	**32,909**	**74,147**	**135,249,920**	**155,211,614**	**275,589,509**

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2018 per compartment

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
ASSETS				
A. Fixed assets				
Financial assets				
Other loans	209,298,450	320,197,783	429,515,058	-
	209,298,450	**320,197,783**	**429,515,058**	**-**
B. Current assets				
Debtors				
Other debtors				
- becoming due and payable within one year	8,845,587	10,558,952	14,278,591	-
Cash at bank and cash in hand	2,844,237	3,297,344	4,245,492	-
	11,689,824	**13,856,296**	**18,524,083**	**-**
C. Prepayments	**-**	**-**	**4,114**	**-**
TOTAL (ASSETS)	**220,988,274**	**334,054,079**	**448,043,255**	**-**

5. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2018 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
LIABILITIES								
A. Capital and reserves								
Subscribed capital	31,000	31,000	31,000	31,000	-	-	-	-
	31,000	**31,000**	**31,000**	**31,000**	**-**	**-**	**-**	**-**
B. Provisions								
Other provisions	18,114	46,520	2,419	1,909	4,293	19,611	3,884	19,500
	18,114	**46,520**	**2,419**	**1,909**	**4,293**	**19,611**	**3,884**	**19,500**
C. Creditors								
Debenture loans								
Non convertible loans								
- becoming due and payable within one year	335,476,840	354,110,157	-	-	-	131,163,833	85,706,649	115,321,550
- becoming due and payable after more than one year	476,101,084	378,153,416	-	-	-	-	65,938,681	156,004,323
Amounts owed to affiliated undertakings								
- becoming due and payable within one year	-	4,676,534	-	-	-	3,913,219	-	328,158
- becoming due and payable after more than one year	10,362,746	6,046,704	-	-	-	-	3,122,797	3,122,797
Other creditors								
Tax debts	19,332	40,846	-	-	1,573	6,741	7,265	7,333
Other creditors								
- becoming due and payable within one year	2,342,564	1,821,240	971	-	68,281	146,516	432,338	785,848
	824,302,566	**744,848,897**	**971**	**-**	**69,854**	**135,230,309**	**155,207,730**	**275,570,009**
TOTAL (CAPITAL, RESERVES AND LIABILITIES)	**824,351,680**	**744,926,417**	**34,390**	**32,909**	**74,147**	**135,249,920**	**155,211,614**	**275,589,509**

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2018 per compartment

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
LIABILITIES				
A. Capital and reserves				
Subscribed capital	-	-	-	-
	-	**-**	**-**	**-**
B. Provisions				
Other provisions	3,884	5,500	3,634	-
	3,884	**5,500**	**3,634**	**-**
C. Creditors				
Debenture loans				
Non convertible loans				
- becoming due and payable within one year	94,306,992	107,624,774	155,463,199	-
- becoming due and payable after more than one year	123,160,226	222,149,093	287,002,177	-
Amounts owed to affiliated undertakings				
- becoming due and payable within one year	-	435,156	-	-
- becoming due and payable after more than one year	2,905,954	2,923,908	4,333,995	-
Other creditors				
Tax debts	4,935	26,772	5,559	-
Other creditors				
- becoming due and payable within one year	606,283	888,876	1,234,691	-
	220,984,390	**334,048,579**	**448,039,621**	**-**
TOTAL (CAPITAL, RESERVES AND LIABILITIES)	**220,988,274**	**334,054,079**	**448,043,255**	**-**

5. NOTES TO THE ANNUAL ACCOUNTS

Note 21 - Profit and loss account for the year ended 31 December 2018 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Other external expenses	**(396,703)**	**(474,260)**	**-**	**-**	**(24,869)**	**(104,449)**	**(92,078)**	**(131,467)**
Income from other investments and loans forming part of the fixed assets								
- other income	**31,587,996**	**27,559,493**	**-**	**-**	**1,140,891**	**7,885,063**	**10,897,179**	**13,932,415**
Value adjustments in respect of financial assets and of investments held as current assets	**(5,115,922)**	**(3,956,597)**	**-**	**-**	**(142,583)**	**(1,057,436)**	**(2,246,452)**	**(2,199,773)**
Interest payable and similar expenses								
- concerning affiliated undertakings	(187,208)	(162,915)	-	-	(16,296)	(56,456)	(68,965)	(79,584)
- other interest and similar financial charges	(25,886,403)	(22,960,219)	-	-	(958,005)	(6,663,995)	(8,488,373)	(11,518,866)
	(26,073,611)	**(23,123,134)**	**-**	**-**	**(974,301)**	**(6,720,451)**	**(8,557,338)**	**(11,598,450)**
Other taxes not shown under items 1 to 16	(1,760)	(5,502)	-	-	**862**	**(2,727)**	**(1,311)**	**(2,725)**
Profit or loss for the financial year	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 21 - Profit and loss account for the year ended 31 December 2018 per compartment

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Other external expenses	**(225,375)**	**(238,344)**	**(54,381)**	**-**
Income from other investments and loans forming part of the fixed assets				
- other income	**12,201,700**	**5,742,015**	**7,348,226**	**-**
Value adjustments in respect of financial assets and of investments held as current assets	**(2,059,859)**	**(699,388)**	**(667,028)**	**-**
Interest payable and similar expenses				
- concerning affiliated undertakings	(67,361)	(26,875)	(34,586)	-
- other interest and similar financial charges	(9,847,794)	(4,777,358)	(6,592,231)	-
	(9,915,155)	**(4,804,233)**	**(6,626,817)**	**-**
Other taxes not shown under items 1 to 16	**(1,311)**	**(50)**	**-**	**-**
Profit or loss for the financial year	**-**	**-**	**-**	**-**

5. NOTES TO THE ANNUAL ACCOUNTS

Note 22 - Financial assets per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Permitted Assets	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	702,286,310	649,873,322	-	-	121,877,839	251,311,220	260,210,688	398,562,102
Additional purchases	496,994,066	366,861,772	-	-	-	-	-	-
Reimbursement during the year	(416,185,704)	(310,693,050)	-	-	(121,738,865)	(128,414,509)	(116,693,346)	(136,267,898)
Value adjustment	(763,822)	(3,755,734)	-	-	(138,974)	(1,018,872)	-	(2,083,516)
Balance as at 31 December	782,330,850	702,286,310	-	-	-	121,877,839	143,517,342	260,210,688

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Permitted Assets	EUR	EUR	EUR	EUR
Balance as at 1 January	320,197,783	-	-	-
Additional purchases	-	366,861,772	496,994,066	-
Reimbursement during the year	(110,899,333)	(46,010,643)	(66,854,160)	-
Value adjustment	-	(653,346)	(624,848)	-
Balance as at 31 December	209,298,450	320,197,783	429,515,058	-

Note 23 - Debtors per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Debtors	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Other debtors	31,126,602	31,835,750	158	111	2,419	9,805,973	8,458,963	11,738,042
Principal Deficiency Ledger - Class D	591,923	484,966	-	-	-	23,646	132,807	193,992
Accrued excess spread	-	1,202,096	-	-	-	1,202,096	-	-
Total	31,718,525	33,522,812	158	111	2,419	11,031,715	8,591,770	11,932,034

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Debtors	EUR	EUR	EUR	EUR
Other debtors	8,666,008	10,291,624	13,999,054	-
Principal Deficiency Ledger - Class D	179,579	267,328	279,537	-
Accrued excess spread	-	-	-	-
Total	8,845,587	10,558,952	14,278,591	-

5. NOTES TO THE ANNUAL ACCOUNTS

Note 24 - Cash at bank and cash at hand per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Cash at bank and cash at hand	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Current account	34,232	32,798	34,232	32,798	-	-	-	-
Distribution account	10,261,468	9,065,874	-	-	71,728	2,340,366	3,100,011	3,428,164
Total	10,295,700	9,098,672	34,232	32,798	71,728	2,340,366	3,100,011	3,428,164

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Cash at bank and cash at hand	EUR	EUR	EUR	EUR
Current account	-	-	-	-
Distribution account	2,844,237	3,297,344	4,245,492	-
Total	2,844,237	3,297,344	4,245,492	-

Note 25 - Provisions per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Other provisions	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	14,536	43,750	-	-	3,634	19,250	3,634	19,250
Tax advisory fees	1,000	750	-	-	500	250	250	250
Other accruals	2,578	2,020	2,419	1,909	159	111	-	-
Total	18,114	46,520	2,419	1,909	4,293	19,611	3,884	19,500

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Other provisions	EUR	EUR	EUR	EUR
Audit fees	3,634	5,250	3,634	-
Tax advisory fees	250	250	-	-
Other accruals	-	-	-	-
Total	3,884	5,500	3,634	-

5. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
Becoming due and payable within one year	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	318,015,521	233,810,157	-	-	-	10,863,833	68,245,330	115,321,550
Class B Fixed Rate Amortising Notes	17,461,319	30,800,000	-	-	-	30,800,000	17,461,319	-
Class C Fixed Rate Amortising Notes	-	29,300,000	-	-	-	29,300,000	-	-
Class D Variable Rate Amortising Notes	-	60,200,000	-	-	-	60,200,000	-	-
Total	335,476,840	354,110,157	-	-	-	131,163,833	85,706,649	115,321,550

	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
Becoming due and payable within one year	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	94,306,992	107,624,774	155,463,199	-
Class B Fixed Rate Amortising Notes	-	-	-	-
Class C Fixed Rate Amortising Notes	-	-	-	-
Class D Variable Rate Amortising Notes	-	-	-	-
Total	94,306,992	107,624,774	155,463,199	-

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
Becoming due and payable after more than one year	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	243,862,403	224,053,416	-	-	-	-	-	72,604,323
Class B Fixed Rate Amortising Notes	87,938,681	59,500,000	-	-	-	-	11,738,681	29,200,000
Class C Fixed Rate Amortising Notes	66,300,000	41,500,000	-	-	-	-	19,500,000	19,500,000
Class D Variable Rate Amortising Notes	78,000,000	53,100,000	-	-	-	-	34,700,000	34,700,000
Total	476,101,084	378,153,416	-	-	-	-	65,938,681	156,004,323

	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
Becoming due and payable after more than one year	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	52,460,226	151,449,093	191,402,177	-
Class B Fixed Rate Amortising Notes	30,300,000	30,300,000	45,900,000	-
Class C Fixed Rate Amortising Notes	22,000,000	22,000,000	24,800,000	-
Class D Variable Rate Amortising Notes	18,400,000	18,400,000	24,900,000	-
Total	123,160,226	222,149,093	287,002,177	-

Note 26 - Debenture loans per compartment - continued

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
Class A Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	457,863,573	470,485,535	-	-	10,863,833	144,176,499	187,925,873	326,309,036
Issued during the year	401,300,000	296,100,000	-	-	-	-	-	-
Redemption during the year	(297,285,649)	(308,721,962)	-	-	(10,863,833)	(133,312,666)	(119,680,543)	(138,383,163)
	561,877,924	457,863,573	-	-	-	10,863,833	68,245,330	187,925,873
Thereof scheduled for redemption within one year	(318,015,521)	(233,810,157)	-	-	-	(10,863,833)	(68,245,330)	(115,321,550)
Becoming due and payable after more than one year	243,862,403	224,053,416	-	-	-	-	-	72,604,323

	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
Class A Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR
Balance as at 1 January	259,073,867	-	-	-
Issued during the year	-	296,100,000	401,300,000	-
Redemption during the year	(112,306,649)	(37,026,133)	(54,434,624)	-
	146,767,218	259,073,867	346,865,376	-
Thereof scheduled for redemption within one year	(94,306,992)	(107,624,774)	(155,463,199)	-
Becoming due and payable after more than one year	52,460,226	151,449,093	191,402,177	-

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
Class B Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	90,300,000	60,000,000	-	-	30,800,000	30,800,000	29,200,000	29,200,000
Issued during the year	45,900,000	30,300,000	-	-	-	-	-	-
Redemption during the year	(30,800,000)	-	-	-	(30,800,000)	-	-	-
	105,400,000	90,300,000	-	-	-	30,800,000	29,200,000	29,200,000
Thereof scheduled for redemption within one year	(17,461,319)	(30,800,000)	-	-	-	(30,800,000)	(17,461,319)	-
Becoming due and payable after more than one year	87,938,681	59,500,000	-	-	-	-	11,738,681	29,200,000

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5. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment - continued

Class B Fixed Rate Amortising Notes	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
	EUR	EUR	EUR	EUR
Balance as at 1 January	30,300,000	-	-	-
Issued during the year	-	30,300,000	45,900,000	-
Redemption during the year	-	-	-	-
	30,300,000	30,300,000	45,900,000	-
Thereof scheduled for redemption within one year	-	-	-	-
Becoming due and payable after more than one year	30,300,000	30,300,000	45,900,000	-

Class C Fixed Rate Amortising Notes	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	70,800,000	48,800,000	-	-	29,300,000	29,300,000	19,500,000	19,500,000
Issued during the year	24,800,000	22,000,000	-	-	-	-	-	-
Redemption during the year	(29,300,000)	-	-	-	(29,300,000)	-	-	-
	66,300,000	70,800,000	-	-	-	29,300,000	19,500,000	19,500,000
Thereof scheduled for redemption within one year	-	(29,300,000)	-	-	-	(29,300,000)	-	-
Becoming due and payable after more than one year	66,300,000	41,500,000	-	-	-	-	19,500,000	19,500,000

	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
	EUR	EUR	EUR	EUR
Balance as at 1 January	22,000,000	-	-	-
Issued during the year	-	22,000,000	24,800,000	-
Redemption during the year	-	-	-	-
	22,000,000	22,000,000	24,800,000	-
Thereof scheduled for redemption within one year	-	-	-	-
Becoming due and payable after more than one year	22,000,000	22,000,000	24,800,000	-

Note 26 - Debenture loans per compartment - continued

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Class D Variable Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	113,300,000	94,900,000	-	-	60,200,000	60,200,000	34,700,000	34,700,000
Issued during the year	24,900,000	18,400,000	-	-	-	-	-	-
Redemption during the year	(60,200,000)	-	-	-	(60,200,000)	-	-	-
	78,000,000	113,300,000	-	-	-	60,200,000	34,700,000	34,700,000
Thereof scheduled for redemption within one year	-	(60,200,000)	-	-	-	(60,200,000)	-	-
Becoming due and payable after more than one year	78,000,000	53,100,000	-	-	-	-	34,700,000	34,700,000

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Balance as at 1 January	18,400,000	-	-	-
Issued during the year	-	18,400,000	24,900,000	-
Redemption during the year	-	-	-	-
	18,400,000	18,400,000	24,900,000	-
Thereof scheduled for redemption within one year	-	-	-	-
Becoming due and payable after more than one year	18,400,000	18,400,000	24,900,000	-

Note 27 - Amounts owed to affiliated undertakings per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Subordinated loan	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	10,723,238	7,886,737	-	-	3,913,219	3,913,219	3,450,955	3,973,518
Issued during the year	4,494,066	3,471,763	-	-	-	-	-	-
Redemption during the year	(4,854,558)	(635,262)	-	-	(3,913,219)	-	(328,158)	(522,563)
	10,362,746	10,723,238	-	-	-	3,913,219	3,122,797	3,450,955
Thereof scheduled for redemption within one year	-	(4,676,534)	-	-	-	(3,913,219)	-	(328,158)
Becoming due and payable after more than one year	10,362,746	6,046,704	-	-	-	-	3,122,797	3,122,797

5. NOTES TO THE ANNUAL ACCOUNTS

Note 27 - Amounts owed to affiliated undertakings per compartment

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Subordinated loan	EUR	EUR	EUR	EUR
Balance as at 1 January	3,359,064	-	-	-
Issued during the year	-	3,471,763	4,494,066	-
Redemption during the year	(453,110)	(112,699)	(160,071)	-
	2,905,954	3,359,064	4,333,995	-
Thereof scheduled for redemption within one year	-	(435,156)	-	-
Becoming due and payable after more than one year	2,905,954	2,923,908	4,333,995	-

Note 28 - Other creditors per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Tax debts	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Corporate income tax payable	-	2,172	-	-	-	2,172	-	-
Luxembourg VAT to be paid	19,332	38,674	-	-	1,573	4,569	7,265	7,333
	19,332	40,846	-	-	1,573	6,741	7,265	7,333

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
Tax debts	EUR	EUR	EUR	EUR
Corporate income tax payable	-	-	-	-
Luxembourg VAT to be paid	4,935	26,772	5,559	-
	4,935	26,772	5,559	-

5. NOTES TO THE ANNUAL ACCOUNTS

Note 28 - Other creditors per compartment - continued

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	**2017**	**2018**	**2017**	**2018**	**2017**	**2018**	**2017**
Other creditors	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest on Class A Notes	17,339	12,476	-	-	-	1,338	1,314	3,618
Interest on Class B Notes	17,656	15,453	-	-	-	7,124	2,793	2,793
Interest on Class C Notes	18,297	20,989	-	-	-	11,012	3,134	3,134
Interest on Class D Notes	2,181,400	1,736,395	-	-	-	117,322	414,477	761,137
Interest on Subordinated Loan	6,615	6,104	-	-	-	1,645	2,037	2,252
Creditors	36,031	29,823	-	-	4,026	8,075	8,583	12,914
Other amounts payable	65,226	-	971	-	64,255	-	-	-
Total	2,342,564	1,821,240	971	-	68,281	146,516	432,338	785,848

	Compartment 4		Compartment 5	
	2018	**2017**	**2018**	**2017**
	EUR	EUR	EUR	EUR
Interest on Class A Notes	4,260	7,520	11,765	-
Interest on Class B Notes	5,536	5,536	9,327	-
Interest on Class C Notes	6,843	6,843	8,320	-
Interest on Class D Notes	578,243	857,936	1,188,680	-
Interest on Subordinated Loan	1,909	2,207	2,669	-
Creditors	9,492	8,834	13,930	-
Total	606,283	888,876	1,234,691	-

abc SME Lease Germany S.A.

5. NOTES TO THE ANNUAL ACCOUNTS

Note 29 - Other operating expenses per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Other external expenses	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	(123)	70,797	-	-	(7,136)	28,510	(7,136)	32,287
Tax advisory fees	250	452	-	-	250	101	-	101
Legal and notary fees	-	-	-	-	-	-	-	-
Bank charges	132	22,634	-	-	111	7,133	21	3,781
Other note issue expenses	60,413	199,340	-	-	1,070	1,043	37,535	29,858
Maintenance fees	103,644	82,141	-	-	28,923	33,514	31,017	33,507
Servicer fees	195,719	68,250	-	-	(2,883)	24,120	21,060	23,620
Trustee services	36,528	30,493	-	-	4,534	9,945	9,511	8,243
Other operating charges	140	153	-	-	-	83	70	70
Total	396,703	474,260	-	-	24,869	104,449	92,078	131,467

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Audit fees	6,864	10,000	7,285	-
Tax advisory fees	-	250	-	-
Legal and notary fees	-	-	-	-
Bank charges	-	11,720	-	-
Other note issue expenses	21,545	168,439	263	-
Maintenance fees	31,017	15,120	12,687	-
Servicer fees	153,557	20,510	23,985	-
Trustee services	12,322	12,305	10,161	-
Other operating charges	70	-	-	-
Total	225,375	238,344	54,381	-

5. NOTES TO THE ANNUAL ACCOUNTS

Note 30 - Income from other investments and loans forming part of the fixed assets per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Other income	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest income from Permitted Assets	23,673,225	22,586,774	-	-	929,957	6,233,487	6,887,714	11,377,836
Recoveries	3,060,878	1,526,120	-	-	71,961	896,464	1,860,843	516,438
Reimbursement defaulted receivables	4,853,893	3,446,599	-	-	138,973	755,112	2,148,622	2,038,141
	31,587,996	27,559,493	-	-	1,140,891	7,885,063	10,897,179	13,932,415

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Interest income from Permitted Assets	9,142,867	4,975,451	6,712,687	-
Recoveries	1,117,383	113,218	10,691	-
Reimbursement defaulted receivables	1,941,450	653,346	624,848	-
	12,201,700	5,742,015	7,348,226	-

Note 31 - Value adjustments in respect of financial assets and of investments held as current assets per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Value adjustments in respect of financial assets	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Defaulted receivables - principal amount	767,431	3,755,734	-	-	142,583	1,018,872	-	2,083,516
Defaulted receivables - interest amount	4,348,491	200,863	-	-	-	38,564	2,246,452	116,257
	5,115,922	3,956,597	-	-	142,583	1,057,436	2,246,452	2,199,773

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Defaulted receivables - principal amount	-	653,346	624,848	-
Defaulted receivables - interest amount	2,059,859	46,042	42,180	-
	2,059,859	699,388	667,028	-

5. NOTES TO THE ANNUAL ACCOUNTS

Note 32 - Interest payable and similar expenses per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Concerning affiliated undertakings	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest payable on Subordinated Loan	187,208	162,915	-	-	16,296	56,456	68,965	79,584

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Interest payable on Subordinated Loan	67,361	26,875	34,586	-

	Combined		General Compartment		Compartment 2		Compartment 3	
	2018	2017	2018	2017	2018	2017	2018	2017
Other interest and other similar expenses	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest charges on Class A Notes	433,946	559,002	-	-	2,796	299,827	79,764	162,249
Interest charges on Class B Notes	444,390	390,486	-	-	56,489	233,156	91,396	91,396
Interest charges on Class C Notes	538,518	544,457	-	-	109,118	360,390	102,570	102,570
Interest charges on Class D Notes	24,400,063	21,412,253	-	-	784,929	5,752,858	8,183,586	11,128,100
Interest expense on bank accounts	69,486	54,021	-	-	4,673	17,764	31,057	34,551
Total	25,886,403	22,960,219	-	-	958,005	6,663,995	8,488,373	11,518,866

	Compartment 4		Compartment 5	
	2018	2017	2018	2017
	EUR	EUR	EUR	EUR
Interest charges on Class A Notes	192,584	96,926	158,802	-
Interest charges on Class B Notes	181,194	65,934	115,311	-
Interest charges on Class C Notes	223,960	81,497	102,870	-
Interest charges on Class D Notes	9,221,801	4,531,295	6,209,747	-
Interest expense on bank accounts	28,255	1,706	5,501	-
Total	9,847,794	4,777,358	6,592,231	-

abc SME Lease Germany S.A.

5. NOTES TO THE ANNUAL ACCOUNTS

Note 33 - Subsequent events

Effective as of 4 February 2019, Mr. I. Valikoff resigned from his position as Director of the Company and was replaced by Ms. S. Schmidt with effect as of 21 February 2019.

No other events have occurred subsequent to the year-end which would have a material impact on the annual accounts as at 31 December 2018.

Luxembourg, 22 March 2019

Ms Z.H. Cammans
Director

Ms M. Mussai-Ramassur
Director

S. Schmidt

Ms S. Schmidt
Director

abc SME Lease Germany S.A.
Société Anonyme

ANNUAL ACCOUNTS AND
REPORT OF THE REVISEUR D'ENTREPRISES AGREE
FOR THE FINANCIAL YEAR
ENDED 31 DECEMBER 2019

Address:
22-24 Boulevard Royal
L-2449 Luxembourg

RCS Luxembourg : B 178.866

abc SME Lease Germany S.A.

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1. DIRECTORS' REPORT

The Board of Directors of abc SME Lease Germany S.A. (the 'Company') herewith submits its report for the year ended 31 December 2019.

General

The Company is a Securitization company within the meaning of the Law of March 22, 2004 on Securitization, hereafter the "Securitization Law", and has as its corporate purpose the securitization of lease receivables. The Company is organised under the laws of Luxembourg as a "Société Anonyme" for an unlimited period of time.

The Company may, in accordance with the terms of the Securitization Law, and in particular its article 4, create one or more compartments. Each compartment shall, unless otherwise provided for in the resolution of the Board of Directors creating such compartment, correspond to a distinct part of the assets and liabilities in respect of the corresponding funding.

Summary of activities

Compartment 2:

On 5 July 2019 the Company decided to liquidate the compartment named Compartment 2.

Compartment 3:

On 10 May 2016 the Company created its third Compartment named Compartment 3.

On 18 October 2016 the Company under Compartment 3 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 433,322,797 for a price of EUR 433,322,797 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.
The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 3.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 3 was decreased by a total of EUR 81,900,374 by way of payments collected via abcfinance GmbH (2018: EUR 114,609,830). Interest income in Compartment 3 for the year ended 31 December 2019 amounts to EUR 3,375,823 (2018: EUR 6,887,714).

The purchase of the Lease Receivables has been financed by the issue of EUR 349,900,000 Class A Fixed Rate Amortising Notes due November 2024 (the "Class A Notes"), EUR 29,200,000 Class B Fixed Rate Amortising Notes due November 2024 (the "Class B Notes"), EUR 19,500,000 Class C Fixed Rate Amortising Notes due November 2024 (the "Class C Notes"), EUR 34,700,000 Class D Variable Rate Amortising Notes due November 2024 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 4,022,797.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 3 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2019, Compartment 3 has redeemed the amount of EUR 19,504 (2018: EUR 34,204) on the principal of each Class A Note issued and no redemption was made (2018: EUR 328,158) on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2019.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Summary of activities (continued)

Compartment 4:

On 29 May 2017 the Company created its fourth Compartment named Compartment 4.

On 14 August 2017 the Company under Compartment 4 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 366,861,763 for a price of EUR 366,861,763 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 3.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 4 was decreased by a total of EUR 93,679,057 by way of payments collected via abcfinance GmbH (2018: EUR 110,899,333). Interest income in Compartment 4 for the year ended 31 December 2019 amounts to EUR 5,550,273.

The purchase of the Lease Receivables has been financed by the issue of EUR 296,100,000 Class A Fixed Rate Amortising Notes due August 2028 (the "Class A Notes"), EUR 30,300,000 Class B Fixed Rate Amortising Notes due August 2028 (the "Class B Notes"), EUR 22,000,000 Class C Fixed Rate Amortising Notes due August 2028 (the "Class C Notes"), EUR 18,400,000 Class D Variable Rate Amortising Notes due August 2028 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 3,471,763.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 4 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2019, Compartment 4 has redeemed the amount of EUR 32,146 (2018: EUR 37,929), on the principal of each Class A Note issued and EUR 244,191 (2018: EUR 453,110) on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2019.

Compartment 5:

On 16 May 2018 the Company created its fifth Compartment named Compartment 5.

On 14 August 2018 the Company under Compartment 5 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 496,994,066 for a price of EUR 496,994,066 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 3.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 5 was decreased by a total of EUR 158,446,522 by way of payments collected via abcfinance GmbH (2018: EUR 66,854,160). Interest income in Compartment 5 for the year ended 31 December 2019 amounts to EUR 12,120,262.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Summary of activities (continued)

The purchase of the Lease Receivables has been financed by the issue of EUR 401,300,000 Class A Fixed Rate Amortising Notes due August 2026 (the "Class A Notes"), EUR 45,900,000 Class B Fixed Rate Amortising Notes due August 2026 (the "Class B Notes"), EUR 24,800,000 Class C Fixed Rate Amortising Notes due August 2026 (the "Class C Notes"), EUR 24,900,000 Class D Variable Rate Amortising Notes due August 2026 (the "Class D Notes" and collectively the "Notes") and a Subordinated Loan of EUR 4,494,066.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 5 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2019, Compartment 5 has redeemed the amount of EUR 39,482 on the principal of each Class A Note issued and EUR 607,067 on the Subordinated Loan principal. No redemptions were made to the principal of each of the Class B, Class C and Class D notes during 2019.

<u>Compartment 6:</u>

On 4 September 2019 the Company created its sixth Compartment named Compartment 6.

On 13 November 2019 the Company under Compartment 6 has purchased a pool of monthly paid car lease receivables (the "Lease Receivables"), valued at EUR 512,748,430 for a price of EUR 512,988,166 whereby the underlying car lease contracts are mainly for the leasing of vehicles originated by abcfinance GmbH and result from lease agreements for lease objects such as production machinery, trucks, trailers and busses as well as vehicles or small trucks or other movables.

The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 3.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 6 was decreased by a total of EUR 27,402,109 by way of payments collected via abcfinance GmbH. Interest income in Compartment 6 for the year ended 31 December 2019 amounts to EUR 2,925,669.

The purchase of the Lease Receivables has been financed by the issue of EUR 428,100,000 Class A Fixed Rate Amortising Notes due November 2028 (the "Class A Notes"), EUR 42,800,000 Class B Fixed Rate Amortising Notes due November 2028 (the "Class B Notes"), EUR 41,800,000 Class C Fixed Rate Amortising Notes due November 2028 (the "Class C Notes" and collecively the "Notes"), and a Subordinated Loan of EUR 4,398,430.

The Notes are backed by substantially all of the assets of the Compartment consisting primarily of the Company's right, title and interest in the Lease Receivables and in the title ownership of the leased objects which have been transferred to the Compartment. The Subordinated Loan has been granted to the Company by abcbank GmbH for Compartment 6 for the purpose of credit enhancement and it ranks junior to the Notes. Both the Notes and the Subordinated Loan are limited recourse obligations of the Company, whereby the Company pays only those amounts which are actually available to it, being essentially the amounts received from the Lease Receivables.

As at 31 December 2019, Compartment 6 has redeemed the amount of EUR 4,955 on the principal of each Class A Note issued. No redemptions were made to the principal of each of the Class B, Class C and Class D notes and on the Subordinated Loan during 2019.

abc SME Lease Germany S.A.

1. DIRECTORS' REPORT

Subsequent events

In the first months of 2020, COVID 19, a respiratory disease caused by novel coronavirus was first detected in China in December 2019 and has now been detected internationally. This coronavirus has resulted in closing borders, enhanced health screenings, healthcare service preparation and delivery, quarantines, cancellations, disruptions to supply chains and customer activity, as well as general economical concerns and uncertainties. The impact of COVID 19 that may arise in the future, could affect the economies of many nations, individual companies and the market in general in ways that cannot necessarily be foreseen at the present time. Health crises caused by the recent COVID 19 outbreak may exacerbate other pre-existing political, social and economic risks in certain countries. The impact of the outbreak may last for an extended period of time.

The Board of Directors is continually assessing the impact of the outbreak on the Company based on the latest available information. A reliable estimate of any potential impact to the Company is not available due to the recent nature of the events and the inherent uncertainties of the current situation. The Board of Director will continue to monitor the investment's performance and any disruptions in the payments of the related leasing claims acquired by the Company on an ongoing basis.

At the date of approval of these annual accounts, the Board of Directors assessed the pandemic has no impacts on the going concern assumption of the Company.

No other events have occurred subsequent to the year-end which would have a material impact on the annual accounts as at 31 December 2019.

Future outlook

No material changes in activities are contemplated for the year 2019.

Luxembourg, 19 June 2020

Ms Z. Cammans
Director

Ms M. Mussai-Ramassur
Director

Ms S. Gill
Director

abc SME Lease Germany S.A.

2. CORPORATE GOVERNANCE STATEMENT

Voting rights

Each issued share holds one vote in a Meeting of Shareholders. No special voting rights exist, nor does the sole Shareholder have any special right of control.

Acquisition of own shares

The Company may, to the extent and under the terms permitted by law, purchase its own shares. During the year ended 31 December 2019 the Company has not purchased any of its own shares.

Research and development activities

The Company was neither involved nor participated in any kind of research or development activities in the year ended 31 December 2019.

Branches and participations of the Company

The Company does not have any branches or participations.

Board of Directors

The Company is managed by a Board of Directors comprising of at least three members. The Directors, whether shareholders or not, are appointed for a period not exceeding six years by the sole Shareholder, who may at any time remove them.

The Board of Directors is vested with the powers to perform all acts of administration and disposition in compliance with the corporate objects of the Company. The Company will be bound in any circumstances by the joint signatures of two members of the Board of Directors unless special decisions have been reached concerning the authorised signature in case of delegation of powers or proxies.

Effective as of 4 February 2019, Mr. I. Valikoff resigned from his position as Director of the Company and was replaced by Ms. S. Gill with effect as of 21 February 2019. As at 31 December 2019, Ms. Z. Cammans, Ms M. Mussai-Ramassur and Ms. S. Gill were holding office as Directors of the Company.

Internal control and risk management procedures

The Board of Directors is responsible for managing the Company and carefully managing the Company's system of internal control and risk management. Its members are jointly accountable for the management of the Company and ensure that the statutory and legal requirements and obligations of the Company are met and complied with.

The Board has the overall responsibility for the Company’s system of internal control and for achieving its effectiveness. This system of internal control is designed to manage, rather than eliminate, risk of failure to achieve business objectives and can only provide reasonable and not absolute assurance against material misstatement or loss. The Company operates a management structure with clear delegated authority levels and clear functional reporting lines and accountability. All relevant decisions are subject to appropriate authorisation procedures. The Board monitors financial and operational performance and compliance controls on a continuing basis and identifies and responds to business risks as they arise.

abc SME Lease Germany S.A.

2. CORPORATE GOVERNANCE STATEMENT

Instruments listed on regulated market

The Company has issued bonds which are traded on the Luxembourg Stock Exchange, but no other instruments such as shares of the Company are traded on any regulated market.

As the Company has only issued securities other than shares to trading on a regulated market within the meaning of Article 4, paragraph (1), point 14), of Directive 2004/39/EC and has not issued shares which are traded on a multilateral trading facility within the meaning of Article 4, paragraph (1), point 15) of Directive 2004/39/EC, it is not under an obligation to subject itself to a corporate governance code and has not opted to voluntarily subject itself to any corporate governance code.

Related business risks

Credit risk:
The Company may be exposed to a credit risk with third parties with whom it trades and may also bear the risk of settlement default.

Counterparty risk:
Some of the assets will expose the Company to the risk of Counterparty default.

Interest rate risk:
The Receivables, the Class A, B and C Notes and the Subordinated Loan of all compartments bear interest at fixed rates, while the Class D Note bears a variable interest based on the remaining cash flow at each Payment Date. The Board of Directors therefore considers this risk negligent.

Liquidity risk:

Liquidity risk is the risk that the Company will encounter difficulties in meeting obligations arising from financial liabilities as they fall due. The Company's obligation to the Noteholders is limited to the net proceeds upon realisation of the lease receivables. Should the net proceeds be insufficent to make all payments due in respect of a particular series of Notes, the other assets will not be available for payment and deficit is instead borne by the Noteholders.

The market risk, currency risk and the price risk are not defined as the Directors of the Company believe that these risks are not applicable for the Company or are not deemed as principal risks to the Company as a whole.

Luxembourg, 19 June 2020

Ms Z. Cammans
Director

Ms M. Mussai-Ramassur
Director

Ms S. Gill
Director

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L-1821 Luxembourg
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www.deloitte.lu

To the Sole Shareholder of
abc SME Lease Germany S.A.
22-24 Boulevard Royal
L-2449 Luxembourg

REPORT OF THE REVISEUR D'ENTREPRISES AGREE

Report on the Audit of the Annual accounts

Opinion

We have audited the annual accounts of abc SME Lease Germany S.A. (the "Company"), which comprise the balance sheet as at December 31, 2019 and the profit and loss account for the year then ended, and notes to the annual accounts, including a summary of significant accounting policies.

In our opinion, the accompanying annual accounts give a true and fair view of the financial position of the Company as at December 31, 2019, and of the results of its operations for the year then ended in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the annual accounts.

Basis for Opinion

We conducted our audit in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 on the audit profession (Law of 23 July 2016) and with International Standards on Auditing (ISAs) as adopted for Luxembourg by the "Commission de Surveillance du Secteur Financier" (CSSF). Our responsibilities under the EU Regulation No 537/2014, the Law of 23 July 2016 and ISAs as adopted for Luxembourg by the CSSF are further described in the "Responsibilities of the "Réviseur d'Entreprises Agréé" for the Audit of the Annual accounts" section of our report. We are also independent of the Company in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants (IESBA Code) as adopted for Luxembourg by the CSSF together with the ethical requirements that are relevant to our audit of the annual accounts, and have fulfilled our other ethical responsibilities under those ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the annual accounts of the current period. These matters were addressed in the context of the audit of the annual accounts as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Société à responsabilité limitée au capital de 35.000 €
RCS Luxembourg B 67.895
Autorisation d'établissement 10022179

Investments held as fixed assets - Recoverability	
As described in note 3 and note 14 to the annual accounts, the Company's activity consists in issuing structured debt instruments. The issuance proceeds are invested in lease receivables derived from objects such as production machinery, trucks, trailers, busses and other vehicles. Hence, as at December 31, 2019, the balance of investments held as fixed assets amounts to EUR 933.348.047,66. For the year then ended, a value adjustment of EUR 6.423.835,26 has been accounted for on the principal amount. A value adjustment is recorded if the receivable is aged (outstanding for more than 210 days). The notes issued are backed by the investments held as fixed assets. Obtaining reasonable assurance on the recoverability of these investments in accordance with the provisions of the Luxembourg legal and regulatory requirements represents therefore a key audit matter in our audit.	Our audit procedures designed to cover this risk included the testing of the relevant controls within the Company and within the Loan Servicer. In this context, we assessed the internal control environment, including the design, implementation and operating effectiveness of these internal controls. We have also performed substantive procedures in order to address the risks of material misstatement related to the valuation of investments. These procedures included the review on sample basis of the relevant legal documents and bank confirmations showing the collections. Furthermore, in the context of our review of subsequent events, we reconciled post balance sheet collections as per bank statements with expected collections. We reconciled the outstanding lease receivables as at year-end with a confirmation. Finally, we considered the appropriateness of the related disclosures in the annual accounts of the Company.

Other information

The Board of Directors is responsible for the other information. The other information comprises the information stated in the management report but does not include the annual accounts and our report of the "Réviseur d'Entreprises Agréé" thereon.

Our opinion on the annual accounts does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the annual accounts, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the annual accounts or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report this fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors for the Annual accounts

The Board of Directors is responsible for the preparation and fair presentation of these annual accounts in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the annual accounts, and for such internal control as the Board of Directors determines is necessary to enable the preparation of annual accounts that are free from material misstatement, whether due to fraud or error.

In preparing the annual accounts, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Responsibilities of the "Réviseur d'Entreprises Agréé" for the Audit of the Annual accounts

The objectives of our audit are to obtain reasonable assurance about whether the annual accounts as a whole are free from material misstatement, whether due to fraud or error, and to issue a report of the "Réviseur d'Entreprises Agréé" that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual accounts.

As part of an audit in accordance with the EU Regulation N° 537/2014, the Law of 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the annual accounts, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.

- Conclude on the appropriateness of Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report of the "Réviseur d'Entreprises Agréé" to the related disclosures in the annual accounts or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our report of the "Réviseur d'Entreprises Agréé". However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the annual accounts, including the disclosures, and whether the annual accounts represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the annual accounts of the current period and are therefore the key audit matters. We describe these matters in our report unless law or regulation precludes public disclosure about the matter.

Report on Other Legal and Regulatory Requirements

We have been appointed as "Réviseur d'Entreprises Agréé" by the Board of Directors on June 15, 2019 and the duration of our uninterrupted engagement, including previous renewals and reappointments, is 3 years.

The management report is consistent with the annual accounts and has been prepared in accordance with applicable legal requirements.

The Corporate Governance Statement is included in the management report. The information required by Article 68ter paragraph (1) letters c) and d) of the law of 19 December 2002 on the commercial and companies register and on the accounting records and annual accounts of undertakings, as amended, is consistent with the annual accounts and has been prepared in accordance with applicable legal requirements.

We confirm that the prohibited non-audit services referred to in the EU Regulation N° 537/2014, on the audit profession were not provided and that we remain independent of the Company in conducting the audit.

For Deloitte Audit S.à r.l., *Cabinet de Révision Agréé*

p.p. V.Ng Wing Lit

Ekaterina Volotovskaya, *Réviseur d'Entreprises Agréé*

Partner

June 19, 2020

Annual Accounts Helpdesk :

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RCSL Nr. : B178866 | Matricule : 2013 2213 578

eCDF entry date :

BALANCE SHEET

Financial year from 01 01/01/2019 **to** 02 31/12/2019 *(in* 03 EUR *)*

abc SME Lease Germany SA

22-24, Boulevard Royal
L-2449 Luxembourg

ASSETS

	Reference(s)	Current year	Previous year
A. Subscribed capital unpaid	1101	101	102
I. Subscribed capital not called	1103	103	104
II. Subscribed capital called but unpaid	1105	105	106
B. Formation expenses	1107	107	108
C. Fixed assets	1109	109 933.348.047,00	110 782.330.850,00
I. Intangible assets	1111	111	112
1. Costs of development	1113	113	114
2. Concessions, patents, licences, trade marks and similar rights and assets, if they were	1115	115	116
a) acquired for valuable consideration and need not be shown under C.I.3	1117	117	118
b) created by the undertaking itself	1119	119	120
3. Goodwill, to the extent that it was acquired for valuable consideration	1121	121	122
4. Payments on account and intangible assets under development	1123	123	124
II. Tangible assets	1125	125	126
1. Land and buildings	1127	127	128
2. Plant and machinery	1129	129	130

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		Reference(s)		Current year		Previous year
3. Other fixtures and fittings, tools and equipment	1131		131		132	
4. Payments on account and tangible assets in the course of construction	1133		133		134	
III. Financial assets	1135		135	933.348.047,00	136	782.330.850,00
1. Shares in affiliated undertakings	1137		137		138	
2. Loans to affiliated undertakings	1139		139		140	
3. Participating interests	1141		141		142	
4. Loans to undertakings with which the undertaking is linked by virtue of participating interests	1143		143		144	
5. Investments held as fixed assets	1145		145		146	
6. Other loans	1147	3	147	933.348.047,00	148	782.330.850,00
D. Current assets	1151		151	56.428.528,00	152	42.014.225,00
I. Stocks	1153		153		154	
1. Raw materials and consumables	1155		155		156	
2. Work in progress	1157		157		158	
3. Finished goods and goods for resale	1159		159		160	
4. Payments on account	1161		161		162	
II. Debtors	1163		163	42.711.263,00	164	31.718.525,00
1. Trade debtors	1165		165		166	
a) becoming due and payable within one year	1167		167		168	
b) becoming due and payable after more than one year	1169		169		170	
2. Amounts owed by affiliated undertakings	1171		171		172	
a) becoming due and payable within one year	1173		173		174	
b) becoming due and payable after more than one year	1175		175		176	
3. Amounts owed by undertakings with which the undertaking is linked by virtue of participating interests	1177		177		178	
a) becoming due and payable within one year	1179		179		180	
b) becoming due and payable after more than one year	1181		181		182	
4. Other debtors	1183	4	183	42.711.263,00	184	31.718.525,00
a) becoming due and payable within one year	1185		185	42.711.263,00	186	31.718.525,00
b) becoming due and payable after more than one year	1187		187		188	

RCSL Nr. : B178866	Matricule : 2013 2213 578

		Reference(s)		Current year		Previous year
III. Investments	1189		189		190	
1. Shares in affiliated undertakings	1191		191		192	
2. Own shares	1209		209		210	
3. Other investments	1195		195		196	
IV. Cash at bank and in hand	1197	5	197	13.717.265,00	198	10.295.700,00
E. Prepayments	1199		199		200	6.605,00
TOTAL (ASSETS)			201	989.776.575,00	202	824.351.680,00

RCSL Nr. : B178866 | Matricule : 2013 2213 578

CAPITAL, RESERVES AND LIABILITIES

		Reference(s)		Current year		Previous year
A. Capital and reserves	1301		301	31.000,00	302	31.000,00
I. Subscribed capital	1303		303	31.000,00	304	31.000,00
II. Share premium account	1305		305		306	
III. Revaluation reserve	1307		307		308	
IV. Reserves	1309		309		310	
1. Legal reserve	1311		311		312	
2. Reserve for own shares	1313		313		314	
3. Reserves provided for by the articles of association	1315		315		316	
4. Other reserves, including the fair value reserve	1429		429		430	
a) other available reserves	1431		431		432	
b) other non available reserves	1433		433		434	
V. Profit or loss brought forward	1319		319		320	
VI. Profit or loss for the financial year	1321		321		322	
VII. Interim dividends	1323		323		324	
VIII. Capital investment subsidies	1325		325		326	
B. Provisions	1331		331	26.581,00	332	18.114,00
1. Provisions for pensions and similar obligations	1333		333		334	
2. Provisions for taxation	1335		335		336	
3. Other provisions	1337	8	337	26.581,00	338	18.114,00
C. Creditors	1435		435	989.718.994,00	436	824.302.566,00
1. Debenture loans	1437		437	972.835.250,00	438	811.577.924,00
a) Convertible loans	1439		439		440	
i) becoming due and payable within one year	1441		441		442	
ii) becoming due and payable after more than one year	1443		443		444	
b) Non convertible loans	1445	9	445	972.835.250,00	446	811.577.924,00
i) becoming due and payable within one year	1447		447	413.216.999,00	448	335.476.840,00
ii) becoming due and payable after more than one year	1449		449	559.618.251,00	450	476.101.084,00
2. Amounts owed to credit institutions	1355		355		356	
a) becoming due and payable within one year	1357		357		358	
b) becoming due and payable after more than one year	1359		359		360	

The notes in the annex form an integral part of the annual accounts

RCSL Nr. : B178866	Matricule : 2013 2213 578

	Code	Reference(s)	Code	Current year	Code	Previous year
3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks	1361		361		362	
a) becoming due and payable within one year	1363		363		364	
b) becoming due and payable after more than one year	1365		365		366	
4. Trade creditors	1367		367		368	
a) becoming due and payable within one year	1369		369		370	
b) becoming due and payable after more than one year	1371		371		372	
5. Bills of exchange payable	1373		373		374	
a) becoming due and payable within one year	1375		375		376	
b) becoming due and payable after more than one year	1377		377		378	
6. Amounts owed to affiliated undertakings	1379	10	379	13.909.918,00	380	10.362.746,00
a) becoming due and payable within one year	1381		381		382	0,00
b) becoming due and payable after more than one year	1383		383	13.909.918,00	384	10.362.746,00
7. Amounts owed to undertakings with which the undertaking is linked by virtue of participating interests	1385		385		386	
a) becoming due and payable within one year	1387		387		388	
b) becoming due and payable after more than one year	1389		389		390	
8. Other creditors	1451	11	451	2.973.826,00	452	2.361.896,00
a) Tax authorities	1393		393	24.352,00	394	19.332,00
b) Social security authorities	1395		395		396	
c) Other creditors	1397		397	2.949.474,00	398	2.342.564,00
i) becoming due and payable within one year	1399		399	2.949.474,00	400	2.342.564,00
ii) becoming due and payable after more than one year	1401		401		402	
D. Deferred income	1403		403		404	
TOTAL (CAPITAL, RESERVES AND LIABILITIES)			405	989.776.575,00	406	824.351.680,00

RCSL Nr. : B178866	Matricule : 2013 2213 578
	eCDF entry date :

PROFIT AND LOSS ACCOUNT

Financial year from 01 01/01/2019 **to** 02 31/12/2019 *(in* 03 EUR)

abc SME Lease Germany SA

22-24, Boulevard Royal
L-2449 Luxembourg

PROFIT AND LOSS ACCOUNT

	Reference(s)	Current year	Previous year
1. Net turnover	1701	701	702
2. Variation in stocks of finished goods and in work in progress	1703	703	704
3. Work performed by the undertaking for its own purposes and capitalised	1705	705	706
4. Other operating income	1713	713	714
5. Raw materials and consumables and other external expenses	1671	671 -339.145,00	672 -396.703,00
a) Raw materials and consumables	1601	601	602
b) Other external expenses	1603 12	603 -339.145,00	604 -396.703,00
6. Staff costs	1605	605	606
a) Wages and salaries	1607	607	608
b) Social security costs	1609	609	610
i) relating to pensions	1653	653	654
ii) other social security costs	1655	655	656
c) Other staff costs	1613	613	614
7. Value adjustments	1657	657	658
a) in respect of formation expenses and of tangible and intangible fixed assets	1659	659	660
b) in respect of current assets	1661	661	662
8. Other operating expenses	1621	621	622

		Reference(s)		Current year		Previous year
9. Income from participating interests	1715		715		716	
a) derived from affiliated undertakings	1717		717		718	
b) other income from participating interests	1719		719		720	
10. Income from other investments and loans forming part of the fixed assets	1721	13	721	26.476.406,00	722	31.587.996,00
a) derived from affiliated undertakings	1723		723		724	
b) other income not included under a)	1725		725	26.476.406,00	726	31.587.996,00
11. Other interest receivable and similar income	1727		727		728	
a) derived from affiliated undertakings	1729		729		730	
b) other interest and similar income	1731		731		732	
12. Share of profit or loss of undertakings accounted for under the equity method	1663		663		664	
13. Value adjustments in respect of financial assets and of investments held as current assets	1665	14	665	-6.423.834,00	666	-5.115.922,00
14. Interest payable and similar expenses	1627	15	627	-19.709.491,00	628	-26.073.611,00
a) concerning affiliated undertakings	1629		629	-224.685,00	630	-187.208,00
b) other interest and similar expenses	1631		631	-19.484.806,00	632	-25.886.403,00
15. Tax on profit or loss	1635	16	635	-3.936,00	636	-1.760,00
16. Profit or loss after taxation	1667		667	0,00	668	0,00
17. Other taxes not shown under items 1 to 16	1637		637		638	
18. Profit or loss for the financial year	1669		669	0,00	670	0,00

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

Note 1 - General information

The Company is a Luxembourg public limited liability company incorporated in Luxembourg on 9 July 2013 under the legal form of "Société Anonyme" having its corporate office at 22-24, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg. The Company is registered at the Registre du Commerce et Sociétés of Luxembourg City under number B178.866.

The financial year of the Company begins January 1st and terminates on December 31st.

The purpose of the Company is the securitisation, within the meaning of the Luxembourg Law of 22 March 2004 on securitisations (hereinafter the "Securitisation Law"), of Lease Receivables (the "Permitted Assets"). The Company may enter into any agreement and perform any action necessary or useful for the purposes of securitising Permitted Assets, including, without limitation, disposing of its assets in accordance with the relevant agreements. The Company may only carry out the above activities if and to the extent that they are compatible with the Securitisation Law.

The Company may, in accordance with the terms of the Securitisation Law, and in particular its article 4, create one or more compartments. Each compartment shall, unless otherwise provided for in the resolution of the Board of Directors creating such compartment, correspond to a distinct part of the assets and liabilities in respect of the corresponding funding.

The Company is included in the consolidated accounts of Wilh. Werhahn KG, forming the largest body of undertakings of which the Company forms a part as a subsidiary undertaking. The registered office of that company is located at Königstrasse 1, 41460 Neuss, Germany, (HRA Nr. 4096) and the consolidated accounts are available at the same address.

In addition, the Company is included in the consolidated accounts of abc Holding GmbH, forming the smallest body of undertakings included in the body of undertakings referred to in the above-mentioned paragraph of which the Company forms a part as a subsidiary undertaking. The registered office of that company is located at Königstrasse 1, D-41460, Neuss, Germany, (HRB Nr. 16336) and the consolidated accounts are available at the same address.

Note 2 - Summary of significant accounting principles

2.1 Basis of preparation

The annual accounts have been prepared in accordance with Luxembourg legal and regulatory requirements under the historical cost convention. Accounting policies and valuation rules are, besides the ones laid down by the Law of 10 December 2010, determined and applied by the Board of Directors.

The preparation of annual accounts required the use of certain critical accounting estimates. It also requires the Board of Directors to exercise its judgement in the process of applying the accounting policies. Changes in assumptions may have a significant impact on the annual accounts in the period in which the assumptions changed. The Board of Directors believes that the underlying assumptions are appropriate and that the annual accounts therefore present the financial position and results fairly.

The Company makes estimates and assumptions that affect the reported amounts of assets and liabilities in the next financial year. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

2.2 Significant accounting policies

The main valuation rules applied by the Company are the following:

2.2.1 Formation expenses

The formation expenses of the Company are directly charged to the profit and loss account of the year in which they are incurred.

2.2.2 Financial assets

Permitted Assets included in financial assets are recorded at their acquisition cost less any impairment in value, which, in the opinion of the Board of Directors, can be considered as permanent.

2.2.3 Debtors

Debtors are recorded at their nominal value. They are subject to value adjustments where their recoverability is either uncertain or compromised. These value adjustments are not continued if the reason for which the value adjustments were made has ceased to apply.

2.2.4 Foreign currency translation

The Company maintains its books and records in EUR. No transactions expressed in currencies other than EUR occurred during the financial year.

2.2.5 Prepayments

This asset item includes expenses incurred during the financial year but relating to a subsequent financial year.

2.2.6 Notes issued

The Notes issued are stated at par value less any repayments made to their principal.

2.2.7 Debts

Where the amount repayable on account is greater than the amount received, the difference may be accounted for in the profit and loss account.

2.2.8 Interest receivable and payable

Interest receivable and payable are recorded on an accrual basis.

2.2.9 Tax debts

Tax debts correspond to the tax liability estimated by the Company for the financial year for which the tax return has not yet been filed. Tax advance payments are shown in the assets of the balance sheet under the "Other receivables" item.

2.2.10 Equalisation provision

Losses during the year as a result of sales, default, lower market values or costs may reduce the amount of interest charges to be paid to the Noteholders and, if interest income is not sufficient to cover, the value of the Notes issued. Such shortfalls will be borne by the Noteholders in inverse order of priority of payments. In the case the interest income would not be sufficient to cover the losses, a provision for value diminution will be made and deducted from the amount repayable of the Notes issued and booked in the profit and loss account as an "Equalisation provision" in the position "Other income".

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

Note 3 - Financial assets

Permitted Assets	2019 EUR	2018 EUR
Balance as at 1 January	782,330,850	702,286,310
Additional purchases	512,748,430	496,994,066
Reimbursement during the year	(361,428,062)	(414,102,188)
Value adjustment	(303,171)	(2,847,338)
Balance as at 31 December	933,348,047	782,330,850

On 18 October 2016, Compartment 3 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 433,322,797. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 3 was decreased by a total of EUR 81,900,374 by way of payments collected via abcfinance GmbH (2018: EUR 114,609,830).

On 14 August 2017, Compartment 4 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 366,861,763. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 4 was decreased by a total of EUR 93,679,057 by way of payments collected via abcfinance GmbH (2018: EUR 110,899,333).

On 14 August 2018, Compartment 5 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 496,994,066. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 5 was decreased by a total of EUR 158,446,522 by way of payments collected via abcfinance GmbH (2018: EUR 66,854,160).

On 13 November 2019, Compartment 6 purchased from abcbank GmbH a portfolio of Permitted Assets for a price of EUR 512,988,166. The purchase price was calculated as the sum of the aggregrate outstanding Lease Installments per Receivable as of the Cut-off Date immediately preceding the Purchase Date, discounted by the Leasing Interest Rate of 4.5 per cent.

During the year 2019, the Permitted Assets principal in Compartment 6 was decreased by a total of EUR 27,402,109 by way of payments collected via abcfinance GmbH.

Acquisition of the Permitted Assets was financed by the issue of Class A, Class B and Class C Fixed Rate Amortising Notes and Class C and Class D Variable Rate Amortising Notes and through receipt of a Subordinated Loan (see also Note 9).

Pursuant to the Trust Agreement, the Company has transferred, assigned or pledged its rights and claims in all Relevant Receivables and the Related Collateral transferred by the Seller to it under the Receivables Purchase Agreement, as security for the Notes and other obligations specified in the Trust Agreement.

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

Note 4 - Debtors	**2019**	**2018**
	EUR	EUR
Other debtors	42,711,263	31,126,602
Principal Deficiency Ledger - Class D		591,923
Total	42,711,263	31,718,525

Other debtors comprise of collections due on Permitted Assets from abcbank GmbH for the month of December 2019, which shall be paid in January 2020.

Note 5 - Cash at bank and cash in hand	**2019**	**2018**
	EUR	EUR
Current account (*)	30,576	34,232
Distribution account	13,686,689	10,261,468
Total	13,717,265	10,295,700

(*) the current account belongs to the general compartment; the distribution accounts belong to Compartments 3, 4, 5 and 6.

Note 6 - Subscribed capital

As of 31 December 2019, the subscribed capital amounts to EUR 31,000 and is divided into 31 shares fully paid-up with a par value of EUR 1,000 each. The authorised capital amounts to EUR 31,000.

Note 7 - Legal reserve

Luxembourg companies are required to allocate to a legal reserve a minimum of 5% of the annual net income, until this reserve equals 10% of the subscribed share capital. This reserve may not be distributed.

Note 8 - Provisions	**2019**	**2018**
	EUR	EUR
Other provisions		
Audit fees	25,200	14,536
Tax advisory fees	960	1,000
Other accruals	421	2,578
	26,581	18,114

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans

Notes issued - becoming due and payable within one year	2019 EUR	2018 EUR
Class A Fixed Rate Amortising Notes	347,831,421	318,015,521
Class B Fixed Rate Amortising Notes	30,868,235	17,461,319
Class C Fixed Rate Amortising Notes	19,500,000	-
Class D Variable Rate Amortising Notes	15,017,343	-
Total	413,216,999	335,476,840

Notes issued - becoming due and payable after more than one year	2019 EUR	2018 EUR
Class A Fixed Rate Amortising Notes	307,314,311	243,862,403
Class B Fixed Rate Amortising Notes	100,721,283	87,938,681
Class C Fixed Rate Amortising Notes	88,600,000	66,300,000
Class D Variable Rate Amortising Notes	62,982,657	78,000,000
Total	559,618,251	476,101,084

Class A Fixed Rate Amortising Notes	2019 EUR	2018 EUR
Balance as at 1 January	561,877,924	457,863,573
Issued during the year	428,100,000	401,300,000
Redemption during the year	(334,832,192)	(297,285,649)
	655,145,732	561,877,924
Thereof scheduled for redemption within one year	(347,831,421)	(318,015,521)
Becoming due and payable after more than one year	307,314,311	243,862,403

Compartment 3 has issued 3,499 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has redeemed the amount of EUR 19,504 on the principal of each Class A Note issued (2018: EUR 34,204).

The Class A Notes for Compartment 3 bear a fixed rate interest of 0.063% p.a.. Payments on the Class A Notes are made monthly in arrears on the 20th of each month. The Class A Notes for Compartment 3 are expected to redeem in November 2024. All payments of interest on and principal of each Class A Note will be due and payable at the latest in July 2027, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 15,953 for the year ended 31 December 2019 (2018: EUR 79,764).

Compartment 4 has issued 2,961 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has redeemed the amount of EUR 32,146 (2018: EUR 37,929) on the principal of each Class A Note issued for Compartment 4.

abc SME Lease Germany S.A.

6. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

The Class A Notes bear a fixed rate interest of 0.095% p.a.. Payments on the Class A Notes for Compartment 4 are made monthly in arrears on the 20th of each month. All payments of interest on and principal of each Class A Note will be due and payable at the latest in August 2028, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 94,169 (2018: EUR 192,584) for the year ended 31 December 2019.

Compartment 5 has issued 4,013 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has redeemed the amount of EUR 39,482 on the principal of each Class A Note issued.

The Class A Notes bear a fixed rate interest of 0.111% p.a.. Payments on the Class A Notes for Compartment 5 are made monthly in arrears on the 20th of each month. All payments of interest on and principal of each Class A Note will be due and payable at the latest in August 2026, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 301,754 for the year ended 31 December 2019.

Compartment 6 has issued 4,218 Class A Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has redeemed the amount of EUR 3,027 on the principal of each Class A Note issued.

The Class A Notes bear a fixed rate interest of 0.01% p.a.. Payments on the Class A Notes for Compartment 6 are made monthly in arrears on the 20th of each month. All payments of interest on and principal of each Class A Note will be due and payable at the latest in November 2028, the legal maturity date of the Class A Notes.

Interest expense on the Class A Notes amounted EUR 4,955 for the year ended 31 December 2019.

Following the received payments from the Permitted Assets, the Company intends to make further repayments on the outstanding principal of the Class A Notes issued by each Compartment during the year 2020. The Board of Directors estimates reliably that the amount of EUR 347,831,421 will be repaid in the course of 2020 (2019: EUR 318,015,521) and has thus classified this amount as becoming due and payable within one year.

	2019	**2018**
Class B Fixed Rate Amortising Notes	EUR	EUR
Balance as at 1 January	105,400,000	90,300,000
Issued during the year	42,800,000	45,900,000
Redemption during the year	(16,610,482)	(30,800,000)
	131,589,518	105,400,000
Thereof scheduled for redemption within one year	(30,868,235)	(17,461,319)
Becoming due and payable after more than one year	100,721,283	87,938,681

Compartment 3 has issued 292 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has redeemed the amount of EUR 56,885 on the principal of each Class B Note issued.

The Class B Notes for Compartment 3 bear a fixed rate interest of 0.313% p.a.. Payments on these Class B Notes are made monthly in arrears on the 20th of each month. The Class B Notes are expected to redeem in November 2024. All payments of interest on and principal of each Class B Note will be due and payable at the latest in July 2027, the legal maturity date of the Class B Notes.

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

Interest expense on the Class B Notes amounted EUR 85,561 for the year ended 31 December 2019 (2018: EUR 91,396).

Compartment 4 has issued 303 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 4 bear a fixed rate interest of 0.598% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month. These Class B Notes are expected to redeem in August 2025. All payments of interest on and principal of each Class B Note will be due and payable at the latest in August 2028, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 181,194 for the year ended 31 December 2019 (2018: EUR 181,194).

Compartment 5 has issued 459 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 5 bear a fixed rate interest of 0.665% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month. These Class B Notes are expected to redeem in August 2024. All payments of interest on and principal of each Class B Note will be due and payable at the latest in August 2026, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 309,474 for the year ended 31 December 2019.

Compartment 6 has issued 428 Class B Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class B Note issued.

The Class B Notes for Compartment 6 bear a fixed rate interest of 0.51% p.a.. Payments on the Class B Notes are made monthly in arrears on the 20th of each month. These Class B Notes are expected to redeem in August 2024. All payments of interest on and principal of each Class B Note will be due and payable at the latest in November 2028, the legal maturity date of the Class B Notes.

Interest expense on the Class B Notes amounted EUR 25,466 for the year ended 31 December 2019.

Following the received payments from the Permitted Assets, the Company intends to make further repayments on the outstanding principal of the Class B Notes issued by each Compartment during the year 2020. The Board of Directors estimates reliably that the amount of EUR 30,868,235 will be repaid in the course of 2020 (2019: EUR 17,461,319) and has thus classified this amount as becoming due and payable within one year.

Class C Fixed Rate Amortising Notes	**2019**	**2018**
	EUR	EUR
Balance as at 1 January	66,300,000	70,800,000
Issued during the year	41,800,000	24,800,000
Redemption during the year	-	(29,300,000)
	108,100,000	66,300,000
Thereof scheduled for redemption within one year	(19,500,000)	-
Becoming due and payable after more than one year	88,600,000	66,300,000

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

Compartment 3 has issued 195 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 3 bear a fixed rate interest of 0.526% p.a.. Payments on the Class C Notes are made monthly in arrears on the 20th of each month. These Class C Notes are expected to redeem in November 2024. All payments of interest on and principal of each Class C Note will be due and payable at the latest in July 2027, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 102,570 for the year ended 31 December 2019 (2018: EUR 102,570).

Compartment 4 has issued 220 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 4 bear a fixed rate interest of 1.018% p.a.. Payments on these Class C Notes are made monthly in arrears on the 20th of each month. The Class C Notes are expected to redeem in July 2025. All payments of interest on and principal of each Class C Note will be due and payable at the latest in August 2028, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 223,960 for the year ended 31 December 2019 (2018: EUR 223,960).

Compartment 5 has issued 248 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 5 bear a fixed rate interest of 1.098% p.a.. Payments on these Class C Notes are made monthly in arrears on the 20th of each month. The Class C Notes are expected to redeem in August 2024. All payments of interest on and principal of each Class C Note will be due and payable at the latest in August 2026, the legal maturity date of the Class C Notes.

Interest expense on the Class C Notes amounted EUR 276,086 for the year ended 31 December 2019 (2018: EUR 102,870).

Compartment 6 has issued 418 Class C Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class C Note issued.

The Class C Notes for Compartment 6 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class C Notes amounted EUR 2,538,353 for the year ended 31 December 2019.

Following the received payments from the Permitted Assets, the Company intends to make further repayments on the outstanding principal of the Class C Notes issued by each Compartment during the year 2020. The Board of Directors estimates reliably that the amount of EUR 19,500,000 will be repaid in the course of 2020 (2019: EUR 0) and has thus classified this amount as becoming due and payable within one year.

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 9 - Debenture loans - continued

Class D Variable Rate Amortising Notes	2019 EUR	2018 EUR
Balance as at 1 January	78,000,000	113,300,000
Issued during the year	-	24,900,000
Redemption during the year	-	(60,200,000)
	78,000,000	78,000,000
Thereof scheduled for redemption within one year	(15,017,343)	-
Becoming due and payable after more than one year	62,982,657	78,000,000

Compartment 3 has issued 347 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 3 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 2,871,671 for the year ended 31 December 2019 (2018: EUR 8,183,586).

Compartment 4 has issued 184 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 4 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 3,928,509 for the year ended 31 December 2019.(2018: EUR 9,221,801).

Compartment 5 has issued 249 Class D Notes with a nominal value of EUR 100,000 each. As at 31 December 2019, the Company has not made any redemptions on the principal of each Class D Note issued.

The Class D Notes for Compartment 5 bear a variable rate interest, consisting of any remaining amount after all prior payments were made in accordance with transaction documents. Payments on the Class D Notes are made monthly in arrears on the 20th of each month.

Interest expense on the Class D Notes amounted EUR 8,415,372 for the period ended 31 December 2019.

The Company's obligations to make payments of principal of and interest on the Class D Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes, the Class B Notes and the Class C Notes. The Company's obligations to make payments of principal of and interest on the Class C Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes and the Class B Notes. The Company's obligations to make payments of principal of and interest on the Class B Notes are subordinated to the Company's obligations to make payments of principal of and interest on the Class A Notes.

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 10 - Amounts owed to affiliated undertakings

Subordinated Loan	**2019** EUR	**2018** EUR
Balance as at 1 January	10,362,746	10,723,238
Issued during the year	4,398,430	4,494,066
Redemption during the year	(851,258)	(4,854,558)
	13,909,918	10,362,746
Thereof scheduled for redemption within one year	-	-
Becoming due and payable after more than one year	13,909,918	10,362,746

On 18 October 2016, Compartment 3 has been granted a Subordinated Loan in the amount of EUR 4,022,797 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2019, the Company has not made any redemptions on the Subordinated Loan principal for Compartment 3 (2018: EUR 328,158). Interest expense on these Subordinated Loan amounted to EUR 66,650 for the year ended 31 December 2019 (2018: EUR 68,965).

On 14 August 2017, Compartment 4 has been granted a Subordinated Loan in the amount of EUR 3,471,763 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2019, an amount of EUR 244,191 was redeemed on the Subordinated Loan principal for Compartment 4 (2018: EUR 453,110). Interest expense on these Subordinated Loan amounted to EUR 58,891 for the year ended 31 December (2018: EUR 67,361).

On 14 August 2018, Compartment 5 has been granted a Subordinated Loan in the amount of EUR 4,494,066 from abcbank GmbH. The loan carries an interest rate of 2.15% per annum.

During the year 2019, an amount of EUR 607,067 was redeemed on the Subordinated Loan principal for Compartment 5 (2018: EUR 160,071). Interest expense on these Subordinated Loan amounted to EUR 87,598 for the period ended 31 December (2018: EUR 34,586).

On 13 November 2019, Compartment 6 has been granted a Subordinated Loan in the amount of EUR 4,398,430 from abcbank GmbH. The loan carries an interest rate of 2.25% per annum.

During the year 2019, the Company has not made any redemptions on the Subordinated Loan principal for Compartment 6. Interest expense on these Subordinated Loan amounted to EUR 11,546 for the period ended 31 December .

Following the received payments from the Permitted Assets, the Company intends to make further repayments on the outstanding principal of the Class D Notes issued by each Compartment during the year 2020. The Board of Directors estimates reliably that the amount of EUR 0 will be repaid in the course of 2020 (2019: EUR 0) and has thus classified this amount as becoming due and payable within one year.

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 11 - Other creditors

	2019	2018
Tax debts	EUR	EUR
Luxembourg VAT to be paid	24,352	19,332
	24,352	19,332

	2019	2018
Other creditors	EUR	EUR
Interest on Class A Notes	9,156	17,339
Interest on Class B Notes	22,737	17,656
Interest on Class C Notes	1,399,417	18,297
Interest on Class D Notes	1,252,483	2,181,400
Interest on Subordinated Loan	9,258	6,615
Other amounts payable	256,423	101,257
Total	2,949,474	2,342,564

Interest on Class D Notes consist of any remaining amount after all prior payments were made in accordance with transaction documents.

Note 12 - Other external expenses	2019	2018
	EUR	EUR
Other note issue expenses	102,804	60,413
Maintenance fees	94,553	103,644
Servicer fees	69,000	195,719
Trustee services	41,718	36,528
Audit fees	25,504	(123)
Other operating charges	3,126	140
Tax advisory fees	1,892	250
Bank charges	548	132
Total	339,145	396,703

Note 13 - Income from other investments and loans forming part of the fixed assets

	2019	2018
Other income	EUR	EUR
Interest income from Permitted Assets	23,972,027	23,673,225
Recoveries	2,504,379	3,060,878
Reimbursement defaulted receivables	-	4,853,893
	26,476,406	31,587,996

Reimbursement of defaulted receivables represent defaults that have been recovered through the Principal Deficiency Ledger (Refer to Note 4).

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 14 - Value adjustments in respect of financial assets and of investments held as current assets

	2019	2018
Value adjustment in respect of financial assets	EUR	EUR
Defaulted receivables - principal amount	303,171	2,847,338
Defaulted receivables - interest amount	6,120,663	2,268,584
Total	6,423,834	5,115,922

Note 15 - Interest payable and similar expenses

	2019	2018
Concerning affiliated undertakings	EUR	EUR
Interest payable on Subordinated Loan	224,685	187,208

	2019	2018
Other interest and similar expenses	EUR	EUR
Interest charges on Class A Notes	416,831	433,946
Interest charges on Class B Notes	601,695	444,390
Interest charges on Class C Notes	3,140,969	538,518
Interest expense on Class D Notes	15,215,552	24,400,063
Interest expense on bank accounts	109,759	69,486
Total	19,484,806	25,886,403

As from the financial year 2019, defaulted receivables are classified under the caption interest expense on Class D Notes for compartment 3, 4 and 5 and interest expenses on Class C Notes for compartment 6.

Note 16 - Taxes

The Company is subject to all taxes applicable to commercial companies in Luxembourg incorporated under the Securitisation Law.

Note 17 - Staff

The Company did not employ any staff during the period under review.

Note 18 - Emoluments granted to the Members of the Board of Directors

No emoluments have been granted to any member of the Board of Directors, nor have any obligations arisen or been entered into by the Company in respect of retirement pensions for former members of the Board of Directors.

Note 19 - Loans or advances granted to the Members of the Board of Directors

No loans or advances have been granted to any member of the Board of Directors.

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2019 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
ASSETS								
A. Fixed assets								
Financial assets								
Other loans	933,348,047	782,330,850	-	-	-	-	61,616,968	143,517,342
	933,348,047	**782,330,850**	**-**	**-**	**-**	**-**	**61,616,968**	**143,517,342**
B. Current assets								
Debtors								
Other debtors								
- becoming due and payable within one year	42,711,263	31,718,525	424	158	-	2,419	5,396,071	8,591,770
Cash at bank and cash in hand	13,717,265	10,295,700	30,576	34,232	-	71,728	3,102,817	3,100,011
	56,428,528	**42,014,225**	**31,000**	**34,390**	**-**	**74,147**	**8,498,888**	**11,691,781**
C. Prepayments	**-**	**6,605**	**-**	**-**	**-**	**-**	**-**	**2,491**
TOTAL (ASSETS)	**989,776,575**	**824,351,680**	**31,000**	**34,390**	**-**	**74,147**	**70,115,856**	**155,211,614**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2019 per compartment

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
ASSETS						
A. Fixed assets						
Financial assets						
Other loans	115,619,393	209,298,450	271,068,536	429,515,058	485,043,150	-
	115,619,393	**209,298,450**	**271,068,536**	**429,515,058**	**485,043,150**	**-**
B. Current assets						
Debtors						
Other debtors						
- becoming due and payable within one year	7,074,005	8,845,587	13,873,417	14,278,591	16,367,346	-
Cash at bank and cash in hand	2,600,744	2,844,237	3,633,128	4,245,492	4,350,000	-
	9,674,749	**11,689,824**	**17,506,545**	**18,524,083**	**20,717,346**	**-**
C. Prepayments	**-**	**-**	**-**	**4,114**	**-**	**-**
TOTAL (ASSETS)	**125,294,142**	**220,988,274**	**288,575,081**	**448,043,255**	**505,760,496**	**-**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2019 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
LIABILITIES								
A. Capital and reserves								
Subscribed capital	31,000	31,000	31,000	31,000	-	-	-	-
	31,000	**31,000**	**31,000**	**31,000**	**-**	**-**	**-**	**-**
B. Provisions								
Other provisions	26,581	18,114	-	2,419	-	4,293	9,061	3,884
	26,581	**18,114**	**-**	**2,419**	**-**	**4,293**	**9,061**	**3,884**
C. Creditors								
Debenture loans								
Non convertible loans								
- becoming due and payable within one year	413,216,999	335,476,840	-	-	-	-	47,106,861	85,706,649
- becoming due and payable after more than one year	559,618,251	476,101,084	-	-	-	-	19,682,657	65,938,681
Amounts owed to affiliated undertakings								
- becoming due and payable within one year	-	-	-	-	-	-	-	-
- becoming due and payable after more than one year	13,909,918	10,362,746	-	-	-	-	3,122,797	3,122,797
Other creditors								
Tax debts	24,352	19,332	-	-	-	1,573	10,854	7,265
Other creditors								
- becoming due and payable within one year	2,949,474	2,342,564	-	971	-	68,281	183,626	432,338
	989,718,994	**824,302,566**	**-**	**971**	**-**	**69,854**	**70,106,795**	**155,207,730**
TOTAL (CAPITAL, RESERVES AND LIABILITIES)	**989,776,575**	**824,351,680**	**31,000**	**34,390**	**-**	**74,147**	**70,115,856**	**155,211,614**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 20 - Balance sheet as at 31 December 2019 per compartment

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
LIABILITIES						
A. Capital and reserves						
Subscribed capital	-	-	-	-	-	-
	-	**-**	**-**	**-**	**-**	**-**
B. Provisions						
Other provisions	8,640	3,884	8,640	3,634	240	-
	8,640	**3,884**	**8,640**	**3,634**	**240**	**-**
C. Creditors						
Debenture loans						
Non convertible loans						
- becoming due and payable within one year	69,860,838	94,306,992	134,113,998	155,463,199	162,135,302	-
- becoming due and payable after more than one year	52,421,283	123,160,226	149,910,019	287,002,177	337,604,292	-
Amounts owed to affiliated undertakings						
- becoming due and payable within one year	-	-	-	-	-	-
- becoming due and payable after more than one year	2,661,763	2,905,954	3,726,928	4,333,995	4,398,430	-
Other creditors						
Tax debts	4,591	4,935	7,110	5,559	1,797	-
Other creditors						
- becoming due and payable within one year	337,027	606,283	808,386	1,234,691	1,620,435	-
	125,285,502	**220,984,390**	**288,566,441**	**448,039,621**	**505,760,256**	**-**
TOTAL (CAPITAL, RESERVES AND LIABILITIES)	**125,294,142**	**220,988,274**	**288,575,081**	**448,043,255**	**505,760,496**	**-**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 21 - Profit and loss account for the year ended 31 December 2019 per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Other external expenses	**(339,145)**	**(396,703)**	**-**	**-**	**3**	**(24,869)**	**(111,560)**	**(92,078)**
Income from other investments and loans forming part of the fixed assets								
- other income	**26,487,789**	**31,587,996**	**-**	**-**	**-**	**1,140,891**	**4,390,988**	**10,897,179**
Value adjustments in respect of financial assets and of investments held as current assets	**(6,423,834)**	**(5,115,922)**	**-**	**-**	**-**	**(142,583)**	**(1,106,214)**	**(2,246,452)**
Interest payable and similar expenses								
- concerning affiliated undertakings	(224,685)	(187,208)	-	-	-	(16,296)	(66,650)	(68,965)
- other interest and similar financial charges	(19,496,189)	(25,886,403)	-	-	(3)	(958,005)	(3,105,252)	(8,488,373)
	(19,720,874)	**(26,073,611)**	**-**	**-**	**(3)**	**(974,301)**	**(3,171,902)**	**(8,557,338)**
Other taxes not shown under items 1 to 16	(3,936)	(1,760)	-	-	**-**	**862**	**(1,312)**	**(1,311)**
Profit or loss for the financial year	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 21 - Profit and loss account for the year ended 31 December 2019 per compartment

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Other external expenses	**(86,184)**	**(225,375)**	**(108,798)**	**(54,381)**	**(32,606)**	**-**
Income from other investments and loans forming part of the fixed assets						
- other income	**6,332,187**	**12,201,700**	**12,820,463**	**7,348,226**	**2,944,151**	**-**
Value adjustments in respect of financial assets and of investments held as current assets	**(1,730,025)**	**(2,059,859)**	**(3,267,753)**	**(667,028)**	**(319,842)**	**-**
Interest payable and similar expenses						
- concerning affiliated undertakings	(58,891)	(67,361)	(87,598)	(34,586)	(11,546)	-
- other interest and similar financial charges	(4,455,775)	(9,847,794)	(9,355,002)	(6,592,231)	(2,580,157)	-
	(4,514,666)	**(9,915,155)**	**(9,442,600)**	**(6,626,817)**	**(2,591,703)**	**-**
Other taxes not shown under items 1 to 16	**(1,312)**	**(1,311)**	**(1,312)**	**-**	**-**	**-**
Profit or loss for the financial year	**-**	**-**	**-**	**-**	**-**	**-**

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 22 - Financial assets per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**
Permitted Assets	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	782,330,850	702,286,310	-	-	-	121,877,839	143,517,342	260,210,688
Additional purchases	512,748,430	496,994,066	-	-	-	-	-	-
Reimbursement during the year	(361,428,062)	(414,102,188)	-	-	-	(121,738,865)	(81,900,374)	(114,609,830)
Value adjustment	(303,171)	(2,847,338)	-	-	-	(138,974)	-	(2,083,516)
Balance as at 31 December	933,348,047	782,330,850	-	-	-	-	61,616,968	143,517,342

	Compartment 4		Compartment 5		Compartment 6	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**
Permitted Assets	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	209,298,450	320,197,783	429,515,058	-	-	-
Additional purchases	-	-	-	496,994,066	512,748,430	-
Reimbursement during the year	(93,679,057)	(110,899,333)	(158,446,522)	(66,854,160)	(27,402,109)	-
Value adjustment	-	-	-	(624,848)	(303,171)	-
Balance as at 31 December	115,619,393	209,298,450	271,068,536	429,515,058	485,043,150	-

Note 23 - Debtors per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**
Debtors	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Other debtors	42,711,263	31,126,602	424	158	-	2,419	5,396,071	8,458,963
Principal Deficiency Ledger - Class D	-	591,923	-	-	-	-	-	132,807
Total	42,711,263	31,718,525	424	158	-	2,419	5,396,071	8,591,770

	Compartment 4		Compartment 5		Compartment 6	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**
Debtors	EUR	EUR	EUR	EUR	EUR	EUR
Other debtors	7,074,005	8,666,008	13,873,417	13,999,054	16,367,346	-
Principal Deficiency Ledger - Class D	-	179,579	-	279,537	-	-
Total	7,074,005	8,845,587	13,873,417	14,278,591	16,367,346	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 24 - Cash at bank and cash at hand per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
Cash at bank and cash at hand	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Current account	30,576	34,232	30,576	34,232	-	-	-	-
Distribution account	13,686,689	10,261,468	-	-	-	71,728	3,102,817	3,100,011
Total	13,717,265	10,295,700	30,576	34,232	-	71,728	3,102,817	3,100,011

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Cash at bank and cash at hand	EUR	EUR	EUR	EUR	EUR	EUR
Current account	-	-	-	-	-	-
Distribution account	2,600,744	2,844,237	3,633,128	4,245,492	4,350,000	-
Total	2,600,744	2,844,237	3,633,128	4,245,492	4,350,000	-

Note 25 - Provisions per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
Other provisions	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	25,200	14,536	-	-	-	3,634	8,400	3,634
Tax advisory fees	960	1,000	-	-	-	500	240	250
Other accruals	421	2,578	-	2,419	-	159	421	-
Total	26,581	18,114	-	2,419	-	4,293	9,061	3,884

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Other provisions	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	8,400	3,634	8,400	3,634	-	-
Tax advisory fees	240	250	240	-	240	-
Other accruals	-	-	-	-	-	-
Total	8,640	3,884	8,640	3,634	240	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
Becoming due and payable within one year	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	347,831,421	318,015,521	-	-	-	-	-	68,245,330
Class B Fixed Rate Amortising Notes	30,868,235	17,461,319	-	-	-	-	12,589,518	17,461,319
Class C Fixed Rate Amortising Notes	19,500,000	-	-	-	-	-	19,500,000	-
Class D Variable Rate Amortising Notes	15,017,343	-	-	-	-	-	15,017,343	-
Total	413,216,999	335,476,840	-	-	-	-	47,106,861	85,706,649

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Becoming due and payable within one year	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	51,582,121	94,306,992	134,113,998	155,463,199	162,135,302	-
Class B Fixed Rate Amortising Notes	18,278,717	-	-	-	-	-
Class C Fixed Rate Amortising Notes	-	-	-	-	-	-
Class D Variable Rate Amortising Notes	-	-	-	-	-	-
Total	69,860,838	94,306,992	134,113,998	155,463,199	162,135,302	-

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
Becoming due and payable after more than one year	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	307,314,311	243,862,403	-	-	-	-	-	-
Class B Fixed Rate Amortising Notes	100,721,283	87,938,681	-	-	-	-	-	11,738,681
Class C Fixed Rate Amortising Notes	88,600,000	66,300,000	-	-	-	-	-	19,500,000
Class D Variable Rate Amortising Notes	62,982,657	78,000,000	-	-	-	-	19,682,657	34,700,000
Total	559,618,251	476,101,084	-	-	-	-	19,682,657	65,938,681

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Becoming due and payable after more than one year	EUR	EUR	EUR	EUR	EUR	EUR
Class A Fixed Rate Amortising Notes	-	52,460,226	54,310,019	191,402,177	253,004,292	-
Class B Fixed Rate Amortising Notes	12,021,283	30,300,000	45,900,000	45,900,000	42,800,000	-
Class C Fixed Rate Amortising Notes	22,000,000	22,000,000	24,800,000	24,800,000	41,800,000	-
Class D Variable Rate Amortising Notes	18,400,000	18,400,000	24,900,000	24,900,000	-	-
Total	52,421,283	123,160,226	149,910,019	287,002,177	337,604,292	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment - continued

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**
Class A Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	561,877,924	457,863,573	-	-	-	10,863,833	68,245,330	187,925,873
Issued during the year	428,100,000	401,300,000	-	-	-	-	-	-
Redemption during the year	(334,832,192)	(297,285,649)	-	-	-	(10,863,833)	(68,245,330)	(119,680,543)
	655,145,732	561,877,924	-	-	-	-	-	68,245,330
Thereof scheduled for redemption within one year	(347,831,421)	(318,015,521)	-	-	-	-	-	(68,245,330)
Becoming due and payable after more than one year	307,314,311	243,862,403	-	-	-	-	-	-

	Compartment 4		Compartment 5		Compartment 6	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**
Class A Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	146,767,218	259,073,867	346,865,376	-	-	-
Issued during the year	-	-	-	401,300,000	428,100,000	-
Redemption during the year	(95,185,097)	(112,306,649)	(158,441,359)	(54,434,624)	(12,960,406)	-
	51,582,121	146,767,218	188,424,017	346,865,376	415,139,594	-
Thereof scheduled for redemption within one year	(51,582,121)	(94,306,992)	(134,113,998)	(155,463,199)	(162,135,302)	-
Becoming due and payable after more than one year	-	52,460,226	54,310,019	191,402,177	253,004,292	-

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**
Class B Fixed Rate Amortising Notes	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	105,400,000	90,300,000	-	-	-	30,800,000	29,200,000	29,200,000
Issued during the year	42,800,000	45,900,000	-	-	-	-	-	-
Redemption during the year	(16,610,482)	(30,800,000)	-	-	-	(30,800,000)	(16,610,482)	-
	131,589,518	105,400,000	-	-	-	-	12,589,518	29,200,000
Thereof scheduled for redemption within one year	(30,868,235)	(17,461,319)	-	-	-	-	(12,589,518)	(17,461,319)
Becoming due and payable after more than one year	100,721,283	87,938,681	-	-	-	-	-	11,738,681

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment - continued

Class B Fixed Rate Amortising Notes	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	30,300,000	30,300,000	45,900,000	-	-	-
Issued during the year	-	-	-	45,900,000	42,800,000	-
Redemption during the year	-	-	-	-	-	-
	30,300,000	30,300,000	45,900,000	45,900,000	42,800,000	-
Thereof scheduled for redemption within one year	(18,278,717)	-	-	-	-	-
Becoming due and payable after more than one year	12,021,283	30,300,000	45,900,000	45,900,000	42,800,000	-

Class C Fixed Rate Amortising Notes	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	66,300,000	70,800,000	-	-	-	29,300,000	19,500,000	19,500,000
Issued during the year	41,800,000	24,800,000	-	-	-	-	-	-
Redemption during the year	-	(29,300,000)	-	-	-	(29,300,000)	-	-
	108,100,000	66,300,000	-	-	-	-	19,500,000	19,500,000
Thereof scheduled for redemption within one year	(19,500,000)	-	-	-	-	-	(19,500,000)	-
Becoming due and payable after more than one year	88,600,000	66,300,000	-	-	-	-	-	19,500,000

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	22,000,000	22,000,000	24,800,000	-	-	-
Issued during the year	-	-		24,800,000	41,800,000	-
Redemption during the year	-	-	-	-	-	-
	22,000,000	22,000,000	24,800,000	24,800,000	41,800,000	-
Thereof scheduled for redemption within one year	-	-	-	-	-	-
Becoming due and payable after more than one year	22,000,000	22,000,000	24,800,000	24,800,000	41,800,000	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 26 - Debenture loans per compartment - continued

Class D Variable Rate Amortising Notes	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	78,000,000	113,300,000	-	-	-	60,200,000	34,700,000	34,700,000
Issued during the year	-	24,900,000	-	-	-	-	-	-
Redemption during the year	-	(60,200,000)	-	-	-	(60,200,000)	-	-
	78,000,000	78,000,000	-	-	-	-	34,700,000	34,700,000
Thereof scheduled for redemption within one year	(15,017,343)	-	-	-	-	-	(15,017,343)	-
Becoming due and payable after more than one year	62,982,657	78,000,000	-	-	-	-	19,682,657	34,700,000

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	18,400,000	18,400,000	24,900,000	-	-	-
Issued during the year	-	-	-	24,900,000	-	-
Redemption during the year	-	-	-	-	-	-
	18,400,000	18,400,000	24,900,000	24,900,000	-	-
Thereof scheduled for redemption within one year	-	-	-	-	-	-
Becoming due and payable after more than one year	18,400,000	18,400,000	24,900,000	24,900,000	-	-

Note 27 - Amounts owed to affiliated undertakings per compartment

Subordinated loan	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	10,362,746	10,723,238	-	-	-	3,913,219	3,122,797	3,450,955
Issued during the year	4,398,430	4,494,066	-	-	-	-	-	-
Redemption during the year	(851,258)	(4,854,558)	-	-	-	(3,913,219)	-	(328,158)
	13,909,918	10,362,746	-	-	-	-	3,122,797	3,122,797
Thereof scheduled for redemption within one year	-	-	-	-	-	-	-	-
Becoming due and payable after more than one year	13,909,918	10,362,746	-	-	-	-	3,122,797	3,122,797

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 27 - Amounts owed to affiliated undertakings per compartment

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Subordinated loan	EUR	EUR	EUR	EUR	EUR	EUR
Balance as at 1 January	2,905,954	3,359,064	4,333,995	-	-	-
Issued during the year	-	-	-	4,494,066	4,398,430	-
Redemption during the year	(244,191)	(453,110)	(607,067)	(160,071)	-	-
	2,661,763	2,905,954	3,726,928	4,333,995	4,398,430	-
Thereof scheduled for redemption within one year	-	-	-	-	-	-
Becoming due and payable after more than one year	2,661,763	2,905,954	3,726,928	4,333,995	4,398,430	-

Note 28 - Other creditors per compartment

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
Tax debts	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Luxembourg VAT to be paid	24,352	19,332	-	-	-	1,573	10,854	7,265
	24,352	19,332	-	-	-	1,573	10,854	7,265

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
Tax debts	EUR	EUR	EUR	EUR	EUR	EUR
Luxembourg VAT to be paid	4,591	4,935	7,110	5,559	1,797	-
	4,591	4,935	7,110	5,559	1,797	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 28 - Other creditors per compartment - continued

	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**
Other creditors	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest on Class A Notes	9,156	17,339	-	-	-	-	-	1,314
Interest on Class B Notes	22,737	17,656	-	-	-	-	1,204	2,793
Interest on Class C Notes	1,399,417	18,297	-	-	-	-	3,134	3,134
Interest on Class D Notes	1,252,483	2,181,400	-	-	-	-	155,937	414,477
Interest on Subordinated Loan	9,258	6,615	-	-	-	-	2,037	2,037
Other amounts payable	256,423	101,257	-	971	-	68,281	21,314	8,583
Total	2,949,474	2,342,564	-	971	-	68,281	183,626	432,338

	Compartment 4		Compartment 5		Compartment 6	
	2019	**2018**	**2019**	**2018**	**2019**	**2018**
	EUR	EUR	EUR	EUR	EUR	EUR
Interest on Class A Notes	1,497	4,260	6,391	11,765	1,268	-
Interest on Class B Notes	5,536	5,536	9,327	9,327	6,670	-
Interest on Class C Notes	6,843	6,843	8,320	8,320	1,381,120	-
Interest on Class D Notes	318,669	578,243	777,877	1,188,680	-	-
Interest on Subordinated Loan	1,749	1,909	2,448	2,669	3,024	-
Other amounts payable	2,733	9,492	4,023	13,930	228,353	-
Total	337,027	606,283	808,386	1,234,691	1,620,435	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 29 - Other operating expenses per compartment

Other external expenses	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	25,504	(123)	-	-	76	(7,136)	8,476	(7,136)
Tax advisory fees	1,892	250	-	-	(178)	250	634	-
Bank charges	548	132	-	-	47	111	501	21
Other note issue expenses	102,804	60,413	-	-	-	1,070	39,889	37,535
Maintenance fees	94,553	103,644	-	-	-	28,923	30,604	31,017
Servicer fees	69,000	195,719	-	-	-	(2,883)	18,000	21,060
Trustee services	41,718	36,528	-	-	-	4,534	11,997	9,511
Other operating charges	3,126	140	-	-	52	-	1,459	70
Total	339,145	396,703	-	-	(3)	24,869	111,560	92,078

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Audit fees	8,476	6,864	8,476	7,285	-	-
Tax advisory fees	634	-	562	-	240	-
Bank charges	-	-	-	-	-	-
Other note issue expenses	21,170	21,545	36,745	263	5,000	-
Maintenance fees	31,399	31,017	32,550	12,687	-	-
Servicer fees	18,000	153,557	18,000	23,985	15,000	-
Trustee services	5,841	12,322	11,514	10,161	12,366	-
Other operating charges	664	70	951	-	-	-
Total	86,184	225,375	108,798	54,381	32,606	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 30 - Income from other investments and loans forming part of the fixed assets per compartment

Other income	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest income from Permitted Assets	23,972,027	23,673,225	-	-	-	929,957	3,375,823	6,887,714
Recoveries	2,504,379	3,060,878	-	-	-	71,961	1,015,165	1,860,843
Reimbursement defaulted receivables	-	4,853,893	-	-	-	138,973	-	2,148,622
Amortization passive deffered income	11,383	-	-	-	-	-	-	-
	26,487,789	31,587,996	-	-	-	1,140,891	4,390,988	10,897,179

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Interest income from Permitted Assets	5,550,273	9,142,867	12,120,262	6,712,687	2,925,669	-
Recoveries	781,914	1,117,383	700,201	10,691	7,099	-
Reimbursement defaulted receivables	-	1,941,450	-	624,848	-	-
Amortization passive deffered income	-	-	-	-	11,383	-
	6,332,187	12,201,700	12,820,463	7,348,226	2,944,151	-

Note 31 - Value adjustments in respect of financial assets and of investments held as current assets per compartment

Value adjustments in respect of financial assets	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Defaulted receivables - principal amount	303,171	2,847,338	-	-	-	138,974	-	2,083,516
Defaulted receivables - interest amount	6,120,663	2,268,584	-	-	-	3,609	1,106,214	162,936
	6,423,834	5,115,922	-	-	-	142,583	1,106,214	2,246,452

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Defaulted receivables - principal amount	-	-	-	624,848	303,171	-
Defaulted receivables - interest amount	1,730,025	2,059,859	3,267,753	42,180	16,671	-
	1,730,025	2,059,859	3,267,753	667,028	319,842	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 32 - Interest payable and similar expenses per compartment

Concerning affiliated undertakings	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest payable on Subordinated Loan	224,685	187,208	-	-	-	16,296	66,650	68,965

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Interest payable on Subordinated Loan	58,891	67,361	87,598	34,586	11,546	-

Other interest and other similar expenses	Combined		General Compartment		Compartment 2		Compartment 3	
	2019	2018	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Interest charges on Class A Notes	416,831	433,946	-	-	-	2,796	15,953	79,764
Interest charges on Class B Notes	601,695	444,390	-	-	-	56,489	85,561	91,396
Interest charges on Class C Notes	3,140,969	538,518	-	-	-	109,118	102,570	102,570
Interest charges on Class D Notes	15,215,552	24,400,063	-	-	-	784,929	2,871,671	8,183,586
Interest expense on bank accounts	109,759	69,486	-	-	3	4,673	29,497	31,057
Amortization active deffered income	-	-	-	-	-	-	-	-
Total	19,484,806	25,886,403	-	-	3	958,005	3,105,252	8,488,373

	Compartment 4		Compartment 5		Compartment 6	
	2019	2018	2019	2018	2019	2018
	EUR	EUR	EUR	EUR	EUR	EUR
Interest charges on Class A Notes	94,169	192,584	301,754	158,802	4,955	-
Interest charges on Class B Notes	181,194	181,194	309,474	115,311	25,466	-
Interest charges on Class C Notes	223,960	223,960	276,086	102,870	2,538,353	-
Interest charges on Class D Notes	3,928,509	9,221,801	8,415,372	6,209,747	-	-
Interest expense on bank accounts	27,943	28,255	52,316	5,501	-	-
Amortization active deffered income	-	-	-	-	11,383	-
Total	4,455,775	9,847,794	9,355,002	6,592,231	2,580,157	-

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6. NOTES TO THE ANNUAL ACCOUNTS

Note 33 - Subsequent events

In the first months of 2020, COVID 19, a respiratory disease caused by novel coronavirus was first detected in China in December 2019 and has now been detected internationally. This coronavirus has resulted in closing borders, enhanced health screenings, healthcare service preparation and delivery, quarantines, cancellations, disruptions to supply chains and customer activity, as well as general economical concerns and uncertainties. The impact of COVID 19 that may arise in the future, could affect the economies of many nations, individual companies and the market in general in ways that cannot necessarily be foreseen at the present time. Health crises caused by the recent COVID 19 outbreak may exacerbate other pre-existing political, social and economic risks in certain countries. The impact of the outbreak may last for an extended period of time.

The Board of Directors is continually assessing the impact of the outbreak on the Company based on the latest available information. A reliable estimate of any potential impact to the Company is not available due to the recent nature of the events and the inherent uncertainties of the current situation. The Board of Director will continue to monitor the investment’s performance and any disruptions in the payments of the related leasing claims acquired by the Company on an ongoing basis.

At the date of approval of these annual accounts, the Board of Directors assessed the pandemic has no impacts on the going concern assumption of the Company.

No other events have occurred subsequent to the year-end which would have a material impact on the annual accounts as at 31 December 2019.

Luxembourg, 19 June 2020

Ms Z.H. Cammans
Director

Ms M. Mussai-Ramassur
Director

Ms S. Gill
Director