

# Final Verification Report

In respect of the Transaction “**RevoCar 2021-2**” (Bank11 für Privatkunden und Handel GmbH)

21 October 2021



## **Authorization of SVI as third party**

STS Verification International GmbH ("SVI") has been authorized by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht "BaFin", as the competent authority pursuant to Article 29 of the Securitisation Regulation) to act in all EU countries as third party pursuant to Article 28 of the Securitisation Regulation to verify compliance with the STS Criteria pursuant to Articles 19 – 26e of the Securitisation Regulation ("STS Verification"). Moreover, SVI performs additional services including the verification of compliance of securitisations with (i) Article 243 of the Capital Requirements Regulation (Regulation (EU) 2017/2401 dated 12 December 2017, amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms as amended by Regulation (EU) 2021/558 of 31 March 2021) ("CRR Assessment"), (ii) Article 270 (senior positions in synthetic SME securitisations) of the CRR ("Article 270 Assessment"), (iii) Article 13 of the Delegated Regulation (EU) 2018/1620 on liquidity coverage requirement for credit institutions dated 13 July 2018, amending Delegated Regulation (EU) 2015/61 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirements for Credit Institutions ("LCR") ("LCR Assessment"), and (iv) the STS Criteria, in respect of existing securitisations and potential deficiencies regarding compliance with the STS Criteria ("Gap-Analysis").

## **Mandating of SVI and verification steps**

On 7 July 2021, SVI has been mandated by the Originator (Bank11 für Privatkunden und Handel GmbH, hereinafter referred to as "Bank11") to verify compliance with the STS criteria pursuant to Article 28 of the Securitisation Regulation for the securitisation transaction "RevoCar 2021-2" (the "Transaction").

As part of our verification work we have met with representatives of Bank11 to conduct a virtual due diligence meeting on 18 August 2021. In addition, we have discussed selected aspects of the Transaction with Bank11 and legal counsel and obtained additional information on the transaction structure, the underwriting and servicing procedures of Bank11 and the underlying transaction documentation.

For the purposes of our analysis, we have reviewed the following documents and other information related to the Transaction:

- German Legal Opinion
- Final Prospectus
- Receivables Purchase Agreement
- Servicing Agreement
- Account Agreement
- Trust Agreement
- Due Diligence Presentation by Bank11 für Privatkunden und Handel GmbH
- Agreed-upon Procedures Report
- Latest version of the liability cash flow model
- Data Package received by Bank11 für Privatkunden und Handel GmbH
- Additional information received by e-mail, such as confirmations, comments, etc.

## Verification Methodology

The fulfilment of each verification point in this Final Verification Report provided to the Originator is evaluated based on the three fulfilment values (traffic light status):

Criterion is fully met	
Criterion is mostly met, but with comments or requests for missing information	
Criterion not (yet) met based on available information	

The verification process is based on the SVI verification manual ("Verification Manual"), defined terms of the Verification Manual shall also apply to this report. It describes the verification process and the individual inspections in detail. The Verification Manual is applicable to all parties involved in the verification process and its application ensures an objective and uniform verification of transactions to be verified. Based on the Verification Manual, SVI has derived the Transaction Verification Catalogue for this Transaction as described under Verification Method in this report. A full description of the methodology used by SVI for the Verification can be found in the Verification Manual on our website: [www.svi-gmbh.com](http://www.svi-gmbh.com).

## **Disclaimer of SVI**

SVI grants a registered verification label “verified – STS VERIFICATION INTERNATIONAL” if a securitisation complies with the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 26e of the Securitisation Regulation ("STS Requirements"). The aim of the Securitisation Regulation is to restart high-quality securitisation markets, and the intention of implementing a framework for simple, transparent and standardised transactions with corresponding STS criteria shall contribute to this. However, it should be noted that the STS verification performed by SVI does not affect the liability of an originator or special purpose vehicle in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of verification services from SVI shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding confirmation by SVI, which verifies compliance of a securitisation with the STS Requirements, such verification by SVI does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation.

SVI has carried out no other investigations or surveys in respect of the issuer or the notes concerned other than as set out in this Preliminary Verification Report and disclaims any responsibility for monitoring the issuer’s continuing compliance with these standards or any other aspect of the issuer’s activities or operations. Furthermore, SVI has not provided any form of advisory, audit or equivalent service to the Originator, Issuer or Sponsor.

Investors should therefore not evaluate their investment in notes based on this Final Verification Report.

SVI assumes due performance of the contractual obligation thereunder by each of the parties and the representations made and warranties given in each case by any persons or parties to SVI or in any of the documents are true, not misleading and complete.

## LIST OF ABBREVIATIONS/DEFINITIONS

Note: For any other term used in this Final Verification Report in capital spelling, please refer to the defined terms in the Transaction Definitions Schedule.

AuP	Agreed-upon Procedures
BaFin	Bundesanstalt für Finanzdienstleistungsaufsicht (German Federal Financial Supervisory Authority)
Bank11	Bank11 für Privatkunden und Handel GmbH
CF-Model	Cash Flow-Model
Closing Date	Closing is scheduled for 21 October 2021
Data Package	Data package received by Bank11
Due Diligence Presentation	Due Diligence Presentation by Bank11 für Privatkunden und Handel GmbH
EBA	European Banking Authority
EBA Guidelines	Final Report on Guidelines on the STS criteria for non-ABCP securitisation, as published by EBA on 12 December 2018
€STR	Euro Short-Term Rate
Final Prospectus	Final Prospectus dated 19 October 2021
Final Verification Report	Final Verification Report prepared by SVI in respect of the Transaction
Issuer	RevoCar 2021-2
LO	German Legal Opinion
MAR	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation)
Originator	Bank11 für Privatkunden und Handel GmbH
RevoCar 2021-2	RevoCar 2021-2 UG (haftungsbeschränkt)
RPA	Receivables Purchase Agreement
RTS on Homogeneity	Commission Delegated Regulation dated 28 May 2019 supplementing the Securitisation Regulation regarding to regulatory technical standards on the homogeneity of the underlying exposures in securitisation

Securitisation Regulation	Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012
Seller	Bank11 für Privatkunden und Handel GmbH
Servicer	Bank11 für Privatkunden und Handel GmbH
SPV	Special Purpose Vehicle or Issuer
Transaction	The securitisation of auto loan receivables involving RevoCar 2021-2 as Issuer

#	Criterion Article 20 (1)	Verification Report
1	Assignment or transfer of ownership of the risk positions takes place by means of a <b>true sale</b> and is legally enforceable.	<p><u>Verification Method:</u> Legal (Legal opinion, Prospectus) / Due Diligence</p> <p>Subject to customary assumptions and qualifications, the LO confirms as a "true sale" that:</p> <ul style="list-style-type: none"> <li>a) the RPA contemplates valid assignments and transfers of title to the Purchased Receivables to the Issuer that give the Issuer (i) a right for segregation (Aussonderung) in any insolvency of the Seller and (ii) a right to claim the Purchased Receivables in any enforcement proceedings (Zwangsvollstreckung) against the Seller which may have to be enforced by way of third-party claim proceedings (Drittwiderspruchsklage),</li> <li>b) the RPA contemplates a valid security transfer of title (Sicherungseigentum) to the Vehicles,</li> <li>c) each pledge (Pfandrecht) pursuant to the Trust Agreement will constitute a legal, valid, binding and enforceable first-ranking security interest of the Trustee,</li> <li>d) no insolvency administrator or creditor of Bank11 will be able to successfully challenge payments made by it under the Servicing Agreement with respect to Collections on Purchased Receivables provided that in case of commingling of Collections with own monies of the Servicer, the Issuer may only acquire a claim for substitute segregation (Ersatzaussonderung) if the Servicer is no longer entitled to collect, and</li> <li>e) the Issuer will have a right for segregation in any insolvency of the Trustee with respect to the collateral pledged, assigned or transferred to the Trustee pursuant to Clauses 12.1 and 13 of the Trust Agreement.</li> </ul> <p>The LO contains customary assumptions and qualifications, inter alia with regard to set-off, avoidance, claw-back and re-characterisation as a secured loan. In relation to the contrary view that a sale of receivables could under certain circumstances be re-characterised as a secured loan, the LO describes the risk that the insolvency administrator's would (i) have a realisation right with respect to such receivables and related collateral and (ii) be entitled to deduct determination and enforcement fees from the enforcement proceeds. The authors of the LO do not share this contrary view in relation to the sale and transfer of the Receivables.</p> <p>No opinion is given (and SVI is not aware of any in-house confirmation given) as to the legality, validity and enforceability of the Loan Agreements and any underlying standard contract forms. According to the LO, a mere sample of the underlying Loan Agreements was reviewed with respect to assignability only. However, the LO states that on the face of the Documents they have no reason to believe that the principles of fair dealing should not be complied with. As another mitigant, Bank11 represents and warrants pursuant to Clause 13.2.1 (d) of the RPA that the Receivables comply with the Eligibility Criteria, which includes, inter alia, that the Receivables derive from Loan Agreements constituting legally valid, binding and enforceable obligations of the respective Debtor in accordance with the laws of Germany. Such representation and warranty is given on the date of the RPA and on each relevant Offer Date with respect to any purchase of Additional Receivables.</p>



#	Criterion Article 20 (1)	Verification Report
2	Requirements for the external <b>legal opinion</b>	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>The Legal Opinion is provided by Bryan Cave Leighton Paisner LLP, a well-known law firm with expertise in the area of securitisation.</p> <p>Pursuant to the disclosure wording of the LO, the LO may be disclosed on a non-reliance basis to competent supervisory authorities if required by law and to SVI as verification agent.</p>

#	Criterion Article 20 (2)	Verification Report
3	Specification of increased <b>claw-back risks</b> : Are there any provisions in the respective national insolvency law, which could render the transfer voidable?	<p><u>Verification Method:</u> Legal (Legal opinion)</p> <p>Other than as provided by applicable German insolvency laws in case of fraudulent, unfair prejudicial or improperly favourable transfers there are no such increased risks. Such laws are considered non-increased claw-back risks under Art. 20 (3) of the Securitisation Regulation.</p> <p>Under applicable German insolvency law in respect of a transfer within certain time periods prior to and after the filing of insolvency proceedings the SPV must demonstrate that it had no knowledge of the Originator's insolvency.</p> <p>As a mitigant against any requirement of the SPV to demonstrate its unawareness of any insolvency of the Originator, Bank11 represents and warrants pursuant to Clause 13.1 (ix) and (x) of the RPA that it is not Insolvent (which includes the absence of an inability to fulfil its payment obligations as they become due and payable (Zahlungsunfähigkeit)) and that no step has been taken as to its insolvency or similar proceedings. Such representation and warranty is given on the date of the RPA and is deemed to be repeated on each relevant Offer Date with respect to any purchase of Additional Receivables.</p>

#	Criterion Article 20 (3)	Verification Report
4	Specification of non-increased claw-back risks: National insolvency laws are not severe, if they allow for the invalidation of the sale of the underlying exposures in the event of fraudulent transfers, unfair prejudice to creditors or favouring particular creditors over others.	<p><u>Verification Method:</u> Legal (Legal opinion)</p> <p>Applicable German insolvency laws are considered not to represent any severe claw-back risks (see above under #3).</p>
#	Criterion Article 20 (4)	Verification Report
5	If the sale and transfer is not taking place directly between the seller and the SPV but <b>intermediate sales</b> take place, is the true sale still fulfilled?	<p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>Under the transaction structure used by RevoCar 2021-2, the sale and transfer takes place directly between the Seller (who is the original lender) and the SPV acting as Issuer, i.e. without any intermediate sale taking place.</p>
#	Criterion Article 20 (5)	Verification Report
6	If the <b>transfer of receivables and the perfection take place at a later stage</b> , are the trigger events in relation to the seller's credit quality standing sufficiently defined?	<p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>The transfer of the Initial Exposures will occur on the Closing Date of the Transaction (scheduled for 21 October 2021) and during the Replenishment Period (see for this ##8, 17, 32). The transfer of the Additional Receivables will occur on each Purchase Date. In summary, it can be stated that the receivables will be transferred either on the Closing Date or on each Purchase Date and that, in contrast to this, there will be no transfer of receivables at a later stage.</p>

#	Criterion Article 20 (6)	Verification Report
7	<b>Representations and warranties</b> of the seller regarding to the legal condition of the underlying exposures	<p><u>Verification Method:</u> Legal (Receivable purchase agreement)</p> <p>The Seller (who is the original lender) warrants that the underlying auto loan receivables are legally valid and binding agreements and that, to the best of its knowledge, the Purchased Receivables are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect, see Clause 13.2.1 (e) of the RPA and the definition of the term "Eligibility Criteria", item (a) (ii) in the Transaction Definitions Schedule.</p>
#	Criterion Article 20 (7)	Verification Report
8	Predetermined, clear and documented selection criteria (' <b>eligibility criteria</b> ') (I/II)	<p><u>Verification Method:</u> Legal (Receivable purchase agreement)</p> <p>The underlying exposures transferred from the Seller to the SPV are selected according to predetermined, clear and documented Eligibility Criteria, see the definition of the term "Eligibility Criteria" in the Transaction Definitions Schedule.</p> <p>A Replenishment Period is provided for in the transaction structure. Under the RPA (see Clause 3 "Purchase of Additional Receivables and Related Collateral") the Originator may offer to sell Additional Receivables to the Issuer on each Offer Date during the Replenishment Period provided that certain pre-defined conditions precedent (which include the non-occurrence of an early amortisation event and the fulfilment of the pool Eligibility Criteria) are met.</p> <p>According to Clause 13.2.1 of the RPA, the Originator confirms that each of the Initial Receivables and the Additional Receivables complies with the Eligibility Criteria on the relevant Cut-Off Date. As a consequence, consistent Eligibility Criteria apply to both the Initial Receivables and the Additional Receivables.</p> <p>As a result of the above and given that the pool of underlying exposures is merely replenished during the revolving period, the criterion "no active portfolio management" is fulfilled.</p>

#	Criterion Article 20 (7)	Verification Report
9	Predetermined, clear and documented selection criteria ('eligibility criteria') (II / II)	<p><u>Verification Method:</u> Data (AuP Report)</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample, covers the key eligibility criteria specified for the Transaction. Please also refer to #40 for a summary of the scope of the asset audit.</p>

#	Criterion Article 20 (7)	Verification Report
10	No active portfolio management	<p><u>Verification Method:</u> Legal (Transaction Documents)</p> <p>The underlying exposures in the provisional and the final pool are selected based on a well-established, random selection process.</p> <p>In case an underlying exposure should turn out to be not eligible and the interests of the Issuer or noteholders are materially and adversely affected, the Originator has the obligation to either remedy the matter or repurchase the underlying exposure, see Clause 15 of the RPA. There will, however, be no substitution of the repurchased receivable with a new receivable, except for the mechanism described above as part of the regular replenishment process during the Replenishment Period.</p> <p>In addition, the Transaction features a clean-up call option. If a Clean-Up Call Event has occurred, the Originator may, upon at least 10 Business Days prior written notice to the Issuer (with a copy to the Trustee), exercise its option to repurchase all (but not only some) of the Purchased Receivables and Related Collateral at the Repurchase Price.</p> <p>The above-described instances that allow for a repurchase of underlying exposures fall under the individual techniques of portfolio management listed in the EBA Guidelines that should not be considered active portfolio management (e.g. breach of representations or warranties).</p> <p>Generally, the above described repurchase mechanism used in the Transaction (a) does not make the performance of the Transaction dependent both on the performance of the underlying exposures and on the performance of the portfolio management, and (b) is not performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.</p> <p>As a result of the above, the criterion "no active portfolio management" is fulfilled.</p>

#	Criterion Article 20 (8)	Verification Report
11	Securitisation of a <b>homogeneous</b> portfolio in terms of asset classes (I / III)	<u>Verification Method</u> : Legal (Transaction documents)
		The underlying exposures fall into the asset type according to Art. 1 (a) (v) of the Commission Delegated Regulation (EU) 2019/1851 on the homogeneity (i.e. auto loans and leases).
		The Seller has chosen the homogeneity factor according to Art. 2 (4.) (b) of the Commission Delegated Regulation (EU) 2019/1851 on the homogeneity of the underlying exposures, i.e. jurisdiction, whereby the pool shall consist of underlying exposures relating to Obligors with residence in one jurisdiction (Germany) only. Accordingly, the requirement of Debtors being resident in Germany is part of the Eligibility Criteria, see the definitions of the terms "Eligibility Criteria", item (c) and "Eligible Debtor", item (d) in the Transaction Definitions Schedule.
#	Criterion Article 20 (8)	Verification Report
12	Securitisation of a homogeneous portfolio in terms of asset classes (II / III)	<u>Verification Method</u> : Due Diligence (Underwriting and Servicing Policy)
		The underlying exposures have been originated in accordance with consistent underwriting standards, as presented in the Due Diligence and further described in #17. No distinction is made between securitised and securitised and non-securitised receivables.
		The underwriting process in place assures that only Debtors resident in Germany are originated according to the underwriting policy. The same applies to the servicing policy, with the underlying exposures being serviced using consistent standards and no distinction being made between securitised and non-securitised receivables.
#	Criterion Article 20 (8)	Verification Report
13	Securitisation of a homogeneous portfolio in terms of asset classes (III / III)	<u>Verification Method</u> : Data (AuP Report)
		Additionally, the homogeneity factor "The borrower is based in Germany" is part of the Eligibility Criteria Verification as further described in #40.

#	Criterion Article 20 (8)	Verification Report
14	The underlying exposures contain <b>obligations that are contractually binding and enforceable</b>	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>Clause 13.2.1 (d) of the RPA in connection with the definition of "Eligibility Criteria", item (a) (ii) in the Transaction Definitions Schedule contain warranties by the Originator as to the legally valid, binding and enforceable nature of the underlying exposures, i.e. the loan contracts. Please also refer to #1.</p>
#	Criterion Article 20 (8)	Verification Report
15	The underlying exposures have <b>defined periodic payment streams</b> and do not include <b>transferable securities</b> other than unlisted corporate bonds	<p><u>Verification Method:</u> Legal (Legal opinion, Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The underlying exposures for the transaction represent standard auto loan receivables originated by Bank11 in respect of eligible Debtors who do not qualify as public entity (see Section "Transaction Definitions" in the Transaction Definitions Schedule, definition of "Eligible Debtor", Clause (c)). For the purposes of the transaction, two contract types form part of the securitised portfolio:</p> <ol style="list-style-type: none"> <li>1. Credit type "EvoClassic" with linear (i.e. fully amortising with equal instalments) form of financing.</li> <li>2. Credit type "EvoSmart" with equal instalments and a balloon payment at the end of term, which results in the customer becoming the owner of the car. After a new review of creditworthiness with a positive result, the customer is offered the opportunity to continue financing his due balloon rate or to refinance another car, which leads to the repayment of the old car (trade-cycle management).</li> </ol> <p>Apart from these variations, the two contract types do not differ structurally in terms of payment streams, as discussed in the Due Diligence.</p> <p>As discussed in the Due Diligence, the underlying exposures have defined periodic payment streams relating to principal, interest and insurance-related payments, or to any other right to receive income from assets supporting such payments. The Receivables derive from Loan Agreements which provide for regular monthly instalments resulting in full amortisation and/or regular monthly instalments plus one higher Balloon Instalment at the end of the contract term. The amortisation occurs on a monthly basis and results in monthly instalment payments consisting of principal and interest (see definition of the term "Eligibility Criteria", items (c) (iv) and (v) in the Transaction Definitions Schedule).</p> <p>The Eligibility Criteria restrict the underlying exposures to loan receivables originated under a loan contract, thereby eliminating any transferable security from the portfolio. The compliance of the provisional pool with the Eligibility Criteria has been verified through the Eligibility Criteria Verification (see #40).</p>

#	Criterion Article 20 (9)	Verification Report
16	Are there any <b>securitisation positions</b> in the portfolio?	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Eligibility Criteria restrict the underlying exposures to loan receivables originated under a loan contract, thereby assuring that no securitisation position may become part of the portfolio. The compliance of the provisional pool with the Eligibility Criteria has been verified through the Eligibility Criteria Verification (see #40).</p> <p>As demonstrated during the Due Diligence, the origination and/or resale of securitisation positions is not part of the business model of the Originator and not permitted under the Originator's underwriting policy.</p>

#	Criterion Article 20 (10)	Verification Report
17	<b>Origination of underlying exposures in the ordinary course of business</b> of the originator or the original lender	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence (Underwriting and Servicing Policy)</p> <p>Bank11 is a credit institution based in Germany and specialised in brand-independent auto loan business and dealer floorplan financing, having started its operations in Germany in 2011. Since then, organisation and business processes have evolved in a consistent and steady manner. Bank11 is subject to the supervision of the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin) and the German Central Bank (Deutsche Bundesbank) in accordance with the German Banking Act (Kreditwesengesetz), see Section "The Originator/Servicer" in the Final Prospectus.</p> <p>As presented and discussed in the Due Diligence, the well-developed, professional and highly automated organisation of its business procedures is reflected by the volume and quantity of business transactions. Bank11 originates its sales business predominately indirectly through sales partners in Germany acting as intermediaries and to a lower extent directly through its own website (<a href="https://www.autowunsch.de/">https://www.autowunsch.de/</a>). Sales partners are car dealers, cooperation partners like automobile clubs, dealer associations and motor vehicle guilds, and online platforms for vehicle loans and vehicle brokerage.</p> <p>Accordingly, the business procedures assure that securitised exposures have been originated in the ordinary course of business and in accordance with uniform standards. Deviations from the underwriting policy are only permissible in well-defined and documented instances. The underlying exposures are selected for securitisation using a random selection process.</p> <p>The underlying exposures are similar to the non-securitised contracts in the asset category of "auto loans and leases" (see definition of "similar exposures", item 22, in the EBA Guidelines) due to the strictly random selection process.</p> <p>A Replenishment Period is provided for in the transaction structure. The Originator confirms in the Final Prospectus that there have been no material changes from prior underwriting standards since the origination of the Purchased Receivables. This was confirmed during our Due Diligence at Bank11. Furthermore, the Originator confirms that any future material changes from prior underwriting standards will be fully disclosed in the Investor Report without undue delay (see Section "STS Criteria", Subsection "Same Origination Standards" of the Final Prospectus).</p>

#	Criterion Article 20 (10)	Verification Report
18	<b>Underwriting standards</b> for securitised exposures are no less stringent than those applied to non-securitised exposures	<p><u>Verification Method:</u> Due Diligence</p> <p>As presented and discussed in the Due Diligence, no distinction is made between securitised and non-securitised exposures in any respect, be it applicable regulatory standards, competence grid and involvement of decision-makers, distribution channels, product types and product characteristics, sales management measures and bonus systems, lending standards, scorecards used, approval processes and incentive measures, credit processing, dunning procedures, debt collection, realisation of collateral, customer service or areas of risk controlling, accounting and reporting (except for the required reporting of ABS transactions).</p> <p>Employees of the Originator or at the sales partners involved in the underwriting do not know whether a risk position currently being processed for application will be securitised at a later stage or not.</p>
#	Criterion Article 20 (10)	Verification Report
19	Where the underlying exposures are <b>residential mortgage loans</b> , does the portfolio include <b>loans that have been self-certified</b> by the loan applicants?	<p><u>Verification Method:</u> Due Diligence</p> <p>The Eligibility Criteria restrict the underlying exposures to Receivables originated under a Loan Agreement – therefore, residential mortgage loans do not form part of the portfolio, see definition of “Eligibility Criteria”, item (a) (i) of the Transaction Definitions Schedule.</p>



#	Criterion Article 20 (10)	Verification Report
20	<b>Assessment of the borrower's creditworthiness performed in accordance with certain EU Directives</b> on credit agreements for consumers or on credit agreements for consumers relating to residential immovable property or, if applicable, the analogous provisions of a third country	<p><u>Verification Method:</u> Regulatory / Legal / Due Diligence / Data</p> <p>Bank11 is a financial institution (Kreditinstitut) according to §1 German Banking Act. As such, the Originator is supervised by BaFin as competent national supervisory authority and by the European Central Bank. As a precaution Bank11 performs the „Assessment of the borrower's creditworthiness“ with respect to loan contracts with consumers in accordance with Article 8 of Directive 2008/48/EC. The paragraphs 1 to 4, point (a) of paragraph 5 and paragraph 6 of Article 18 of Directive 2014/17/EU are not applicable as this relates to credit agreements secured by a mortgage or by another comparable security on residential immovable property.</p>
#	Criterion Article 20 (10)	Verification Report
21	<b>Originator's experience</b> (as an entity or through management and senior staff) in origination of similar risk positions	<p><u>Verification Method:</u> Regulatory (suitable proof incl. Website) / Due Diligence</p> <p>As confirmed during the Due Diligence, the Originator does have more than 5 years of experience in origination and underwriting of exposures similar to those securitised, see Section "STS Criteria", Subsection "Origination Expertise" of the Final Prospectus and as confirmed during the Due Diligence.</p>
#	Criterion Article 20 (11)	Verification Report
22	The underlying exposures are <b>transferred without undue delay</b> after selection	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The dates of the provisional and final pool cuts are 31 July 2021 and 30 September 2021, respectively. Transfer of the final pool will occur at closing on 21 October 2021, i.e. without undue delay.</p>

#	Criterion Article 20 (11)	Verification Report
23	<p>The underlying exposures do not include <b>any defaulted exposures</b> or to <b>debtors/guarantors with impaired creditworthiness</b></p>	<p><u>Verification Method</u>: Regulatory (suitable proof incl. Imprint Website) / Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Originator is an institution subject to Regulation (EU) 575/2013. As presented in the Due Diligence and confirmed in the Final Prospectus, the Purchased Receivables are transferred to the Issuer after selection without undue delay and do not include, at the time of selection and to the best of the Originator’s knowledge, exposures in default within the meaning of Article 178 (1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired Debtor or guarantor (see Section “STS Criteria”, Subsection “Creditworthiness Assessment” of the Final Prospectus).</p> <p>The Originator warrants that the underlying exposures will not include loan receivables relating to exposures in default (i.e. Debtors who are past due with more than three monthly instalments, see definition of “Defaulted Receivable” in the Transaction Definitions Schedule).</p> <p>Furthermore, the underlying exposures will <u>not</u> include loan receivables relating to credit-impaired Debtor or guarantors who – to the best knowledge of Bank11 - have (1) been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 years prior to the transfer date of the underlying exposures to the SPV; (2) was, at the time of origination, on a public credit registry of persons with adverse credit history; or (3) have 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 Originator which are not securitised (see definition of “Eligible Debtor” in the Transaction Definitions Schedule).</p> <p>Due to macroeconomic impact of the COVID-19 pandemic, the Governments around the world implement measures to prevent the spread of the virus. The effects of the Corona Pandemic on the Issuer’s ability to fulfil its obligations under Notes can be diverse, see Section “RISK FACTORS”, Subsection “RISKS RELATING TO THE PURCHASED RECEIVABLES AS THE UNDERLYING ASSETS”, item “The COVID 19 Pandemic may have a material negative impact on the Purchased Receivables” of the Final Prospectus.</p> <p>The Originator represents, with regards to the question which sources of information it has used to identify defaulted exposures and to determine if a Debtor or guarantor is credit-impaired, that it has obtained information (1) from the Debtor on origination of the exposures, (2) in the course of Bank11’s servicing of the exposures, or (3) from a third party, see definition of “Eligible Debtor” in the Transaction Definitions Schedule. This is in line with the ‘best knowledge’ standard stipulated in the EBA Guidelines.</p> <p>Debtors and guarantors (i) declared insolvent and/or undergone a debt-restructuring process, or (ii) found on a public or other credit registry of persons with adverse credit history are generally not eligible according to the underwriting policy, as discussed in the Due Diligence.</p>

		The Originator has IT systems in place to ensure that defaulted exposures or exposures to debtors/guarantors with impaired creditworthiness are excluded from the provisional or final pool cut. In addition, the Eligibility Criteria Verification (see below under item #40) has included a check that the underlying exposures do not include exposures where (i) the debtor has been declared insolvent, (ii) has undergone a restructuring, or (iii) was at the time of origination on a public credit registry of persons with adverse credit history (SCHUFA/Creditreform). There have been no findings of such underlying exposures in the verified sample.
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#	Criterion Article 20 (11)	Verification Report
24	The risk positions do not have a <b>credit assessment or a credit score</b> that allows a significantly higher default risk to be expected than for non-securitised risk positions	<p><u>Verification Method:</u> Due Diligence</p> <p>The most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio are the customer profile and credit bureau information (for private individuals), credit agencies' information and financial information (for commercial customers) and past payment behaviour (for both). All of these factors have an impact on the credit score.</p> <p>These factors are the same for securitised and non-securitised exposures due to the strictly random selection process.</p> <p>On this basis, it can be reasonably assumed that no worse performance should occur for securitised exposures for the term of the Transaction.</p> <p>The requirement that the underlying exposures do not have 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 Originator which are not securitised" is considered to be met as the underlying exposures do not include (i) exposures that are classified as doubtful, impaired, non-performing or similar, and (ii) exposures whose credit quality (based on credit ratings or other credit quality thresholds) significantly differs from the quality of other exposures ordinarily originated by the Originator.</p>

#	Criterion Article 20 (12)	Verification Report
25	At the time of the transfer, the <b>debtor has paid at least 1 instalment</b>	<p><u>Verification Method:</u> Legal (Transaction documents) / Data (AuP Report)</p> <p>The Originator warrants that on the relevant cut-off date at least one instalment has been paid in respect of each loan contract, see definition of "Eligible Debtor", item (b) in the Transaction Definitions Schedule.</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample (please also refer to #40), covers the above mentioned eligibility criterion.</p>

#	Criterion Article 20 (13)	Verification Report
26	The repayment of the securitisation position should <b>not be predominantly dependent on the sale of assets</b> securing the underlying exposures	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence / Data</p> <p>As presented and discussed in the Due Diligence, the Transaction has been structured to not be predominantly dependent on the sale of the cars or other assets securing the Purchased Receivables. The repayment is entirely linked to the repayment of the loan Receivables; the repayment of the loan Receivables in turn is not contingent and does not depend on the sale of the vehicles which serve as collateral for the loan Receivables (see Section "STS Criteria", Subsection "No Predominant Dependence on Sale of Assets" of the Final Prospectus). As demonstrated during the Due Diligence, the Originator's underwriting focuses on the creditworthiness of its Debtors rather than on the recoveries derived from the sale of the cars or other assets securing the Purchased Receivables in the case of default.</p>
#	Criterion Article 21 (1)	Verification Report
27	<b>Risk retention</b> (Art. 6.1 of the Securitisation Regulation), usually by the Originator	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence</p> <p>Holder of risk retention: Bank11 as the Originator, see Section 23 "Retention by the Originator" in the Trust Agreement.</p> <p>Type of risk retention: in accordance with Article 6 (3) (c) of Securitisation Regulation, the Originator will retain on an ongoing basis, a material net economic interest in the form of randomly selected exposures, equivalent to no less than 5% of the nominal value of the securitised exposures, see Subsection 23.1 in the Trust Agreement.</p> <p>The monthly Investor Reports will also set out monthly confirmation regarding the continued holding of the risk retention by the Originator, as confirmed by the Originator, see Subsection 23.2 in the Trust Agreement.</p> <p>The Originator covenants to hold the risk retention until the Legal Maturity Date of the Transaction, see Section 23 "Retention by the Originator" in the Trust Agreement.</p>

#	Criterion Article 21 (2)	Verification Report
28	<b>Appropriate hedging</b> of interest rate and currency risks, no derivatives as underlying risk positions (I / II)	<p><u>Verification Method:</u> Due Diligence</p> <p>Since the loan receivables are fixed rate and the Class A Notes are floating rate, interest rate risks arise from such mismatch. In contrast to this, no interest rate risks arise for the Class B to the Class E Notes, as these are also fixed rate. Both assets and liabilities of the Issuer are EUR denominated hence no currency risk occurs.</p> <p>Interest payable on the Class A Notes is calculated on a 1-M-EURIBOR basis. Amounts of interest payable by the Debtors under the Loan Agreements in respect of the Purchased Receivables are calculated on the basis of fixed rates. In order to mitigate a mismatch of amounts of interest paid under the Loan Agreements and amounts of interest due under the Class A Notes, the Issuer has entered into the Swap Agreement with the Swap Counterparty pursuant to which the Issuer will make payments to the Swap Counterparty by reference to a certain fixed rate and the Swap Counterparty will make payments to the Issuer by reference to a rate based on 1-M-EURIBOR. If the floating rate payable under the hedging transactions entered into pursuant to the Swap Agreement is negative, the Issuer would not receive the floating rate amounts from the Swap Counterparty and instead would be obliged to pay the floating rate amounts to the Swap Counterparty (along with the fixed rate amounts). Thus it can be stated that the hedging is appropriate.</p> <p>No further risks in addition to interest rate risks are hedged under the interest rate hedge agreements.</p>

#	Criterion Article 21 (2)	Verification Report
29	Appropriate hedging of interest rate and currency risks, no derivatives as underlying risk positions (II / II)	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The legal instrument used by the Issuer to hedge interest rate risks is the Class A Swap Agreement, see Section "THE SWAP AGREEMENTS" of the Final Prospectus.</p> <p>The Swap Agreement considers any potential asset liability mismatch by referencing to the Class A Notes Principal Amount, and the agreement is based on the 2002 ISDA Master Agreement as established market standard, see Section "THE SWAP AGREEMENTS" of the Final Prospectus.</p> <p>The requirements for eligible swap counterparties are market standard in international finance, see Section "RISK FACTORS", Subsection 5 "Risks relating to the Swap Agreement" of the Final Prospectus and the ISDA Schedule.</p>

#	Criterion Article 21 (3)	Verification Report
30	Generally used <b>reference rates</b> for interest payments	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>No reference rates apply to the Purchased Receivables which bear fixed interest rates.</p> <p>The Class A Notes will bear interest at floating rate based on 1-M-EURIBOR, constituting a market standard reference rate. In contrast to this, no reference rates apply for the Class B to the Class E Notes, as these are fixed rate, see Section "TERMS AND CONDITIONS OF THE NOTES", Subsection "Interest" in the Final Prospectus as well as the respective definitions of "EURIBOR" and "Class A Interest Rate" in the Transaction Definitions Schedule.</p> <p>The interest for the Cash Accounts will be based on €STR, also constituting a market standard reference rate.</p> <p>Currency hedges are not provided as both the Purchased Receivables and the Notes are denominated in EUR.</p>

#	Criterion Article 21 (4)	Verification Report
31	<b>Requirements in the event of an enforcement</b> or delivery of an acceleration notice	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>After the occurrence of an Enforcement Event:</p> <ul style="list-style-type: none"> <li>no cash will be retained with the Issuer, see the definition of "Post-Enforcement Priority of Payments" in the Transaction Definitions Schedule.</li> <li>the principal receipts from the underlying exposures will be used for the fully sequential amortisation of the securitisation positions as determined by the seniority of the securitisation position, see the definition of "Post-Enforcement Priority of Payments" in the Transaction Definitions Schedule.</li> <li>all creditors of a class of notes will be served equally.</li> <li>interest and principal payments are first made for the Class A Notes and then interest and principal payments are made for the subsequent Notes, hence repayments are not reversed with regard to their seniority.</li> <li>no automatic liquidation or sale of risk positions or assets is provided for.</li> </ul>

#	Criterion Article 21 (5)	Verification Report
32	<b>Sequential repayment as fall-back</b> in the event of a deterioration in portfolio quality for Transactions that feature a <b>non-sequential priority of payments</b>	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Transaction has a strictly sequential priority of payment.</p>

#	Criterion Article 21 (6)	Verification Report
33	Early amortisation provisions or triggers for termination of the revolving phase to include at least the following:	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>General: The Issuer will only be allowed to purchase Additional Receivables until an Early Amortisation Event (see the definition of "Early Amortisation Event" in the Transaction Definitions Schedule) has occurred. Thus, the Replenishment Period will end upon the occurrence of an Early Amortisation Event. The following events trigger an Early Amortisation Event:</p>
	a) deterioration in the credit quality of the underlying exposures below a predefined threshold	A deterioration in the credit quality of the Purchased Receivables to or below a predetermined threshold (as set out in item (a) of the definition of Early Amortisation Event).
	b) insolvency-related events in relation to the Originator or the Servicer	The occurrence of an insolvency-related event with regard to the Originator or the Servicer (as set out in item (d) and item (e) of the definition of Early Amortisation Event).
	c) decline in value of the underlying exposures below a predefined threshold	The value of the Purchased Receivables held by the Issuer falls below a predetermined threshold (early amortisation event as set out in item (c) of the definition of Early Amortisation Event).
	d) failure to generate sufficient new underlying exposures for replenishments under revolving Transactions	A failure to generate sufficient new Purchased Receivables that meet the predetermined credit quality (as set out in item (b) of the definition of Early Amortisation Event).

#	Criterion Article 21 (7)	Verification Report
34	<p><b>Clear rules</b> in the Transaction documentation regarding obligations, tasks and responsibilities of the Servicer, trustees and other ancillary service providers</p>	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Servicing Agreement provides for a clear specification of the contractual obligations, duties and responsibilities of the Servicer, especially with regard to the servicing, monitoring, reporting and monthly advances to mitigate for commingling risk, as well as the provisions for a potential replacement in case of a Servicer Termination Event, see the Servicing Agreement.</p> <p>Similar provisions for the obligations, duties and responsibilities of the Trustees and other ancillary service providers are provided for in the Final Prospectus - see in this context in particular the following pages:</p> <ul style="list-style-type: none"> <li>• Section "The Trust Agreement", Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsection "The Data Trust Agreement" and Section "The Trustee/Data Trustee" regarding the Trustees (Trustee and Data Trustee)</li> <li>• Section "TERMS AND CONDITIONS OF THE NOTES", Subsection "Paying Agent", Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsections "The Account Bank Agreement", "The Cash Administration Agreement", and Section "The Paying Agent/Cash Administrator/Account Bank" regarding the Account Bank, Cash Administrator and Paying Agent</li> <li>• Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsection "The Corporate Administration Agreement" and Section "THE CORPORATE SERVICE PROVIDER" regarding the Corporate Service Provider</li> </ul> <p>The Transaction Documents specifies clearly provisions that ensure the replacement of derivative counterparties, liquidity providers and the Account Bank in the case of their default, insolvency and other specified events, where applicable. In respect of the Account Bank provisions exist for its replacement in the case of a Downgrade Event as set out in Clause 11 "Replacement of Account Bank upon Downgrade Event" in the Trust Agreement.</p> <p>Also, detailed provisions exist for the obligations, duties and responsibilities of the Swap Counterparty (see Sections "THE SWAP AGREEMENT" of the Final Prospectus, the ISDA Schedule, ISDA Credit Support Annex and the Confirmation of Class A Swap Transaction).</p>



#	Criterion Article 21 (8)	Verification Report
35	<b>Experience of the Servicer</b> (management and senior staff) in the servicing of exposures of a similar nature to those securitised	<p><u>Verification Method:</u> Regulatory (suitable proof) / Legal (Transaction documents) / Due Diligence</p> <p>Bank11 is a financial institution (Kreditinstitut) according to §1 German Banking Act. As such, the Originator is supervised by BaFin as competent national supervisory authority and by the European Central Bank.</p> <p>The Final Prospectus contain information on the experience of Bank11 as Originator and Servicer. Bank11 has successfully executed securitisations of loan receivables since 2014; its management board and the senior staff have a longstanding experience in the origination and servicing of exposures of a similar nature to those securitised under the Transaction.</p> <p>The experience of the Management Board and Senior Staff is described in Section "The Originator/Servicer", Subsection "Management Experience" of the Final Prospectus. Furthermore, the expertise of the management and the senior staff has been verified during the Due Diligence.</p> <p>Based on the above, Bank11 as Servicer is deemed to have the relevant expertise as an entity being active as Servicer of loan receivables for of more than 8 years and as Servicer of loan receivables securitisations for more than 5 years, and no contrary findings were observed in the due diligence.</p>

#	Criterion Article 21 (8)	Verification Report
36	Appropriate and well documented <b>risk management and service policies</b> , procedures and controls	<p><u>Verification Method:</u> Regulatory (suitable proof) / Due Diligence</p> <p>As a result of the regulatory status (see #35 above), Bank11 has well established procedures with regard to risk management, servicing and internal control systems in place, and no contrary findings were observed in the Due Diligence.</p>

#	Criterion Article 21 (9)	Verification Report
37	<p>Clear and coherent definitions, regulations and possible measures with regard to the <b>servicing of non-performing exposures</b>, specification of the <b>priorities of payment</b></p>	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence</p> <p>The Credit and Collection Policy of Bank11 (see Schedule 4 "Credit and Collection Policy" of the Servicing Agreement) which must be complied in respect of the servicing of the Purchased Receivables and the Related Collateral by the Servicer in accordance with the Servicing Agreement contains a description of procedures related to:</p> <ul style="list-style-type: none"> <li>• Collateral Management</li> <li>• Dunning Procedures</li> <li>• Sustainable Cure of Delinquent Customers</li> <li>• Termination of Loan Contracts</li> <li>• Enforcement of Security Assignments</li> <li>• Repossession and Remarketing</li> <li>• Bad Debt Sales</li> </ul> <p>The loss definition used in the transaction refers to the term „Defaulted Receivable“ which means a Receivable:</p> <ol style="list-style-type: none"> <li>a) in respect of which the Servicer has terminated the related Loan Agreement for cause (<i>aus wichtigem Grund</i>);</li> <li>b) the Servicer has enforced any security provided to secure the Receivable;</li> <li>c) in respect of which the corresponding Borrower is Insolvent; or</li> <li>d) which the Servicer has declared due and payable in full (<i>insgesamt fällig gestellt</i>) in accordance with Sec. 498 BGB.</li> </ol> <p>This definition is consistently used in the Transaction Documents, especially with respect to the occurrence of a Principal Deficiency Event.</p> <p>The Draft Investor Report provides inter alia for the monthly reporting of the status of the occurrence of a Principal Deficiency Event.</p> <p>The procedures presented and discussed in the Due Diligence correspond to the description in the Transactions Documents and no contrary findings could be observed.</p>

#	Criterion Article 21 (10)	Verification Report
38	<b>Clear rules in the event of conflicts</b> between the different classes of noteholders	<p><u>Verification Method:</u> Regulatory / Legal (Transaction documents)</p> <p>The notes will be issued on the basis of the German Act on Debt Securities (Schuldverschreibungsgesetz - SchVG), see for instance Section "TERMS AND CONDITIONS OF THE NOTES", Subsection "Noteholder Resolutions / Noteholders' Representative" of the Final Prospectus, enabling noteholders to take resolutions within one class of notes.</p> <p>In addition, Clause 4 of the Trust Agreement provides for clear instructions for the Trustee with regard to the treatment of the interests of different classes of the notes and their ranking in line with the Applicable Priority of Payments, see Section "TERMS AND CONDITIONS OF THE NOTES", Subsections "Pre-Enforcement Priority of Payments" and "Post-Enforcement Priority of Payments" of the Final Prospectus.</p>
#	Criterion Article 22 (1)	Verification Report
39	Provision of <b>historical performance data</b> before pricing	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The historical performance data provided by the Originator include the following areas:</p> <ul style="list-style-type: none"> <li>Recoveries in static format (covering the period from March 2016 until June 2021), separate for the total portfolio, EvoClassic, EvoSmart, New Vehicle and Used Vehicle</li> <li>Prepayments measured as monthly prepayment rate (covering the period from March 2016 until June 2021), separate for the total portfolio, EvoClassic and EvoSmart</li> <li>Delinquencies (covering the period from March 2016 until June 2021), separate for the total portfolio, EvoClassic and EvoSmart</li> <li>Defaults (covering the period from March 2016 until June 2021) separate for the total portfolio, EvoClassic, EvoSmart, New Vehicle and Used Vehicle</li> </ul> <p>The data history, which is provided prior to pricing, covers a period of at least 5 years required under Article 22 (1) of the Securitisation Regulation, see Section "Historical Performance Data" in the Final Prospectus.</p> <p>Given that the most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio, namely the factors described in #23, are the same to the overall portfolio for which the above mentioned historical performance data have been procured, comparability between the securitised portfolio and the Originator's overall portfolio ("substantially similar exposures") is ensured.</p>

#	Criterion Article 22 (2)	Verification Report
40	Performance of an <b>asset audit</b> on the basis of a sample and defined audit steps (Agreed upon Procedures, AuP) by an external independent party	<p><u>Verification Method:</u> Legal (AuP Report)</p> <p>The Originator has mandated a qualified and experienced audit firm to perform the asset audit followed by the audit firm. The asset audit and the AuP include both of the following:</p> <ul style="list-style-type: none"> <li>a) a verification of the compliance of the underlying exposures in the portfolio with the key eligibility criteria (the “<b>Eligibility Criteria Verification</b>”); and</li> <li>b) verification that the data disclosed to investors in the Final Prospectus in respect of the underlying exposures is accurate (the “<b>Final Prospectus Data Verification</b>”).</li> </ul> <p>The sample drawn for the Eligibility Criteria Verification is representative of the securitised portfolio, based on the provisional pool cut dated 31 July 2021. This is ensured by a sufficiently large sample and random selection, applying a 99% confidence level. The final report prepared by the audit firm with regards to the Eligibility Criteria Verification has been made available to SVI on the 26 August 2021. The final report confirms that the Eligibility Criteria Verification has occurred and that no significant adverse findings have been found.</p> <p>The provisional pool is highly comparable with the final pool in terms of granularity and composition of the pool in terms of all applicable characteristics described in the section “Description of the Portfolio” in the Final Prospectus.</p> <p>The Final Prospectus Data Verification was performed by the audit firm based on the final pool cut as of 30 September 2021. The final report to be prepared by the audit firm on this subject was completed on 7 October 2021 and received by SVI on the same day. This verification is based on a plausibility check in reference to 26 specified stratification tables per Cut-Off Date 30 September 2021, which comprised a comparison and recalculation of data shown in the Data Tape (containing loan level data) with the information given in the stratifications. The 26 stratification tables are part of the Final Prospectus respectively.</p> <p>As a result of the Final Prospectus Data Verification, it can be stated that for each of the stratification tables all numbers shown in the respective stratification table were found to be in agreement with the results of the recalculations. The Final Prospectus Data Verification did not reveal any discrepancies.</p>

#	Criterion Article 22 (3)	Verification Report
41	<p>Provision of a precise <b>liability cash flow model</b> to the investors prior to pricing by the Originator;</p> <p>"precise" refers to the possibility for the investor to calculate the amortisation rate and, based on this, the pricing of the securitisation position</p>	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence (Cash flow model)</p> <p>A cash flow model has been prepared by Moody's Analytics on behalf of the Originator as a web-based tool, which can be accessed via <a href="http://www.sfportal.com">www.sfportal.com</a> (subscription model). SVI has been granted access to the website and the cash flow model for the RevoCar 2021-2 transaction prior to closing in order to perform the steps necessary to verify the compliance under Article 22 (3) of the Securitisation Regulation. It should be noted that the statements below do reflect the result of SVI's review of the functionality of the cash flow model and can be considered as a check of plausibility, however no assurance can be given that the CF-Model calculates correctly in each and every scenario.</p> <p>SVI has verified the model provided by Moody's Analytics, which accurately reflects the contractual relationships and cash flows from and to the securitised portfolio, cash accounts, Classes A to E Notes, the Originator/Servicer as well as other parties involved (summarised as senior expenses).</p> <p>A wide range of different scenarios can be modelled, including but not limited to prepayments, delinquencies, defaults (gross losses), recoveries, swap payments, coupon on the notes and senior expenses. Both size as well as timing of payments or defaults can be varied. Also, digital scenarios such as the exercise of call options (yes/no) can be considered. As a result, both base case scenarios for pricing as well as stress scenarios for credit analysis purposes can be modelled.</p> <p>The CF-Model is available prior to the pricing of the Transaction.</p>
#	Criterion Article 22 (4)	Verification Report
42	<p>For residential mortgage loan and auto loan/auto leasing portfolios: publication of information on the <b>environmental performance of the assets</b> financed by such underlying exposures (energy performance certificates)</p>	<p><u>Verification Method</u>: Legal (Transaction documents, Due Diligence)</p> <p>The Originator has confirmed that information on the environmental performance of the assets financed by such underlying exposures (in this case: auto loans) is not captured in its internal database or IT systems and hence not available for reporting in this Transaction, see Section "STS Criteria", Subsection "REQUIREMENTS RELATING TO TRANSPARENCY (ART. 22 SECURITISATION REGULATION)", Paragraph "Publication" of the Final Prospectus.</p>

#	Criterion Article 22 (5)	Verification Report
43	Compliance with the provisions of Art. 7 of the Securitisation Regulation (regarding <b>Transparency</b> ) is the responsibility of the Originator or Sponsor	<p data-bbox="645 395 1370 424"><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence</p> <p data-bbox="645 451 1783 480">The Originator confirms that it will fulfil the provisions of Art. 7 of the Securitisation Regulation as follows:</p> <ul style="list-style-type: none"> <li data-bbox="645 504 1973 563">- Art. 7 (1) (a): Loan level data has been made available prior to pricing and will be made available for the first time on the payment date one month after the closing date of 21 October 2021 and then on a monthly basis.</li> <li data-bbox="645 584 2029 671">- Art. 7 (1) (b): The relevant Transaction Documents in draft form has been made available prior to pricing on the website of the Securitisation Repository (European DataWarehouse GmbH - <a href="http://www.eurodw.eu">www.eurodw.eu</a>). The Transaction Documents will be available in final form on and after the Closing Date on the same website.</li> <li data-bbox="645 692 976 721">- Art. 7 (1) (c): Not applicable.</li> <li data-bbox="645 742 2018 801">- Art. 7 (1) (d): In accordance with the RTS for notification, the notification has been provided to investors in draft form prior to pricing and in final form not later than 15 days after closing.</li> <li data-bbox="645 821 1995 880">- Art. 7 (1) (e): The Investor Report will be made available for the first time on the payment date one month after the closing date of 21 October 2021 and then on a monthly basis.</li> <li data-bbox="645 901 1827 930">- Art. 7 (1) (f): Ad hoc announcements will be published as soon as they need to be published under the MAR.</li> <li data-bbox="645 951 1574 979">- Art. 7 (1) (g): If a "Significant Event" occurs, investors will be informed immediately.</li> </ul>

As a result of the verifications documented above, we confirm to Bank11 für Privatkunden und Handel GmbH that the STS criteria pursuant to Article 19 to 22 of the European Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 have been fulfilled for the transaction “**RevoCar 2021-2**”.

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