

# Final Verification Report

In respect of the Transaction “**RevoCar 2023-1**”  
(Bank11 für Privatkunden und Handel GmbH)

17 May 2023



## **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 Art 29 of the Securitisation Regulation) to act in all EU countries as third party pursuant to Art 28 of the Securitisation Regulation to verify compliance with the STS Criteria pursuant to Articles 19 to 26e of the Securitisation Regulation ("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 STS on-balance sheet 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 8 February 2023, 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 2023-1" (the "Transaction").

As part of our verification work, we have met with representatives of Bank11 to conduct a virtual due diligence meeting on 28 February 2023. 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
- Prospectus
- Receivables Purchase Agreement
- Servicing Agreement
- Account Bank Agreement
- Trust Agreement
- Due Diligence Presentation by Bank11
- Agreed-upon Procedures Report
- Latest version of the liability cash flow model
- Data Package received by Bank11
- 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 Final 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.

SVI is not a legal advisor and nothing in the Final Verification Report shall be regarded as legal advice in any jurisdiction.

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

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

## 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 Section “Master Definitions Schedule” of the Prospectus.

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	17 May 2023
Due Diligence Presentation	Due Diligence Presentation prepared 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
ECB	European Central Bank
EIOPA	European Insurance and Occupational Pensions Authority
ESAs	European supervisory authorities (EBA, EIOPA and ESMA)
ESMA	European Securities and Markets Authority
€STR	Euro Short-Term Rate
Final Verification Report	Final Verification Report prepared by SVI in respect of the Transaction
InsO	German Insolvency Code ( <i>Insolvenzordnung</i> )
Issuer	RevoCar 2023-1 UG (haftungsbeschränkt)
LO	German Legal Opinion
Originator	Bank11 für Privatkunden und Handel GmbH
Prospectus	Final Prospectus dated 15 May 2023
RevoCar 2023-1	RevoCar 2023-1 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
RTS on Risk Retention	EBA Final Draft Regulatory Technical Standards specifying the requirements for originators, sponsors and original lenders relating to risk retention pursuant to Article 6(7) of Regulation (EU) 2017/2402
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, as amended by Regulation (EU) 2021/557 of 31 March 2021
Seller	Bank11 für Privatkunden und Handel GmbH
Servicer	Bank11 für Privatkunden und Handel GmbH
SSPE	Securitisation Special Purpose Entity or Issuer
STS Requirements	The requirements for simple, transparent and standardised securitisation in respect of a non-ABCP transaction as set out in Articles 19 to 22 of the Securitisation Regulation
Transaction	The securitisation of auto loan receivables involving RevoCar 2023-1 as Issuer
Union	The European Union or "EU"

### Structure Overview and Reference to Article 18 of the Securitisation Regulation

The Transaction provides for a transfer of fixed rate auto loan receivables (the Receivables, secured by the Related Collateral) from Bank11 (as Originator and Servicer, established in Germany) to RevoCar 2023-1 as Issuer, a registered SSPE incorporated under the Laws of Germany. The securitisation Transaction will be financed by the issuance of Class A to Class E Notes.

As described above, the Originator and the SSPE involved in the Transaction are established in the Union. Hence, the requirement that the Originator and the SSPE involved in the Transaction are established in the EU as stipulated in Article 18 of the Securitisation Regulation, is fulfilled for the Transaction.



#	Criterion Article 20 (1)	Verification Report
1	Transfer of title to the underlying exposures by means of a <b>true sale</b> and <b>enforceability</b> of such true sale	<p><u>Verification Method:</u> Legal (LO, Prospectus, RPA)</p> <p>The LO confirms that the in rem transfer of the Purchased Receivables and Related Collateral in accordance with the RPA from the Originator to the Issuer will</p> <ul style="list-style-type: none"> <li>(i) upon the later of the Closing Date and the receipt of the Purchase Price by the Originator and in so far as such Purchased Receivables came into existence prior to the commencement of insolvency proceedings in relation to the Originator, be recognised by the competent courts in Germany as being effective to transfer legal title to such Purchased Receivables to the Issuer;</li> <li>(ii) be binding on any creditors of the Originator or an insolvency administrator and allow for segregation (<i>Aussonderung</i>) in any insolvency proceedings of the Originator;</li> <li>(iii) have the effect that title to such Purchased Receivables will pass from the Originator to the Issuer so that the Issuer will be recognised as the unrestricted (<i>uneingeschränkter</i>) creditor (<i>Gläubiger</i>) and owner (<i>Eigentümer</i>) of the Purchased Receivables (in relation to the Related Collateral subject to the security purpose agreed with the relevant Debtor under or in connection with the respective Loan Agreement).</li> </ul> <p>The LO further confirms that the Transaction Documents and the provisions thereof constitute valid, legally binding and enforceable rights and obligations of the Parties thereto.</p> <p>The LO does not cover the review of the Loan Agreements or any general terms and conditions used by the Originator and no inhouse legal opinion or external memo to that effect has been provided.</p> <p>However, the RPA contains in Clause 9.2 "Representations and warranties of the Originator in relation to the Receivables", to the effect of:</p> <ul style="list-style-type: none"> <li>• each of the Receivables complies with the Eligibility Criteria and has not been revoked on the Cut-Off Date (see Clause 9.2, Item (d) of the RPA),</li> <li>• the Purchased Receivables originate from Loan Agreements which are based on the Originator's standard loan templates (see Clause 9.2, Item (f) of the RPA),</li> <li>• the Eligibility Criteria (see the Definition of the term "Eligibility Criteria" in the Section "Master Definitions Schedule" of the Prospectus) include, inter alia, under (a) the following criteria in relation to the Loan Agreement underlying the Receivable: <ul style="list-style-type: none"> <li>• the Loan Agreement constitutes legal valid and binding and enforceable obligations of the respective Debtor in accordance with German Law (see Item (ii) of the Eligibility Criteria),</li> <li>• is based on the Originator's general terms and conditions (see Item (iii) of the Eligibility Criteria) and governed by German law (see Item (iv) of the Eligibility Criteria), and</li> <li>• to the best of the Originator's knowledge has been created in compliance with applicable German law, rules and regulations (in particular with respect to consumer protection) and all required consents, approvals and authorisations have been obtained in respect thereof and the Originator is not in violation of any such law, rule or regulation, except that (i) the revocation instruction (<i>Widerrufsinfomationen</i>) may not comply with the template wording provided by the</li> </ul> </li> </ul>

		German legislator or otherwise with applicable law or (ii) the Loan Agreement may not contain all mandatory information ( <i>Pflichtangaben</i> ) as required by applicable law (see Item (xiv) of the Eligibility Criteria).
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#	Criterion Article 20 (1)	Verification Report
2	Requirements for the external <b>legal opinion</b>	<p><u>Verification Method:</u> Legal (LO)</p> <p>The LO is provided by a qualified external legal counsel. Hogan Lovells International LLP, Frankfurt, belong to an internationally operating law firm with well-known expertise in the securitisation field.</p> <p>The LO will be issued in connection with the closing of the Transaction and is therefore up to date.</p> <p>The LO contains appropriate disclosure language that allows the opinion to be made available to SVI and any relevant competent authority from among those referred to in in Article 29 of the Securitisation Regulation.</p>

#	Criterion Article 20 (2)	Verification Report
3	Specification of <b>severe claw-back provisions</b> : Are there any provisions in the respective national insolvency law, which could allow the insolvency administrator to invalidate the transfer of the underlying exposures?	<p><u>Verification Method:</u> Legal (LO, RPA)</p> <p>German insolvency laws are relevant for the Transaction.</p> <p>The LO confirms that the transfer of the Purchased Receivables and Related Collateral in accordance with the RPA from the Originator to the Issuer cannot be clawed back under sections 129 et seqq. InsO other than in circumstances where the Originator transferred Purchased Receivables with the intention to harm its other creditors and the Purchaser was aware of such intention, since such transfer constitutes a "value equivalent transaction" (<i>Bargeschäft</i>) pursuant to section 142 InsO.</p> <p>In addition, it is a condition precedent for the transfer of the Receivables that the Originator submits to the Issuer a Solvency Certificate (see Clause 4.1 "Conditions precedent in relation to the acceptance of the Receivables", Item (a) and Schedule 2 "SOLVENCY CERTIFICATE" of the RPA) which may be used by the Issuer to demonstrate its non-knowledge of the Originator's insolvency, if needed.</p>

#	Criterion Article 20 (3)	Verification Report
4	Clarification that certain provisions in the national insolvency laws <b>do not constitute severe claw-back provisions</b>	<p><u>Verification Method:</u> Legal (LO)</p> <p>The LO contains the customary qualifications as to provisions in German law which allow for the invalidation of the transfer of the Purchased Receivables in case of fraud, unfair preference and other circumstances that do not constitute severe claw-back provisions.</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 (LO, RPA)</p> <p>Under the Transaction structure used by RevoCar 2023-1, the sale and transfer take place directly between the Seller (who is the original lender) and the SSPE 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 (LO, RPA)</p> <p>The transfer of the Purchased Receivables will occur on the Closing Date of the Transaction (scheduled for 17 May 2023), i.e. there will be no transfer of auto loan 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 (RPA, Prospectus)</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 9.2 "Representations and warranties of the Originator in relation to the Receivables", Item (e) of the RPA and the Definition of the term "Eligibility Criteria", Item (a) (ii) in the Section "Master Definitions Schedule" of the Prospectus.</p>

#	Criterion Article 20 (7)	Verification Report
8	Predetermined, clear and documented selection criteria ('eligibility criteria') (I/II)	<u>Verification Method</u> : Legal (RPA, Prospectus)
		The underlying exposures transferred from the Seller to the SSPE are selected according to predetermined, clear and documented Eligibility Criteria, see the Definition of the term "Eligibility Criteria" in the Section "Master Definitions Schedule" of the Prospectus.
		The Transaction is amortising and does not feature a Replenishment Period (please refer to Section "Overview", Subsection 2. "Transaction Overview", Paragraph "Purchase of the Portfolio" of the Prospectus).
		There are no Receivables that will be transferred to the SSPE after closing of the Transaction (scheduled for 17 May 2023).
#	Criterion Article 20 (7)	Verification Report
9	Predetermined, clear and documented selection criteria ('eligibility criteria') (II / II)	<u>Verification Method</u> : Data (AuP Report)
		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.
#	Criterion Article 20 (7)	Verification Report
10	No active portfolio management	<u>Verification Method</u> : Legal (RPA, Prospectus)
		The underlying exposures in the provisional and final pool are selected based on a well-established, random selection process.
		In case an underlying exposure should turn out to be not eligible, the Originator will transfer an amount equal to the sum of the Outstanding Principal Amount of the affected portion of any Purchased Receivable ("Deemed Collection") to the Issuer or the Servicer respectively in accordance with the Servicing Agreement on the Business Date following the occurrence of an event which constitutes the Deemed Collection, see Clause 20 "Indemnity" in connection with Clause 11 "Deemed Collections" of the RPA and the Definition of the term "Deemed Collection" in the Section "Master Definitions Schedule" of the Prospectus.
		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, see Clause 16.2 "Repurchase upon the occurrence of a Clean-Up Call Event" of the RPA. A Clean-Up Call Event means on any Determination Date that the Aggregate Principal Balance is less than 10% of the initial Aggregate Principal Balance as at the Cut-Off Date, see the Definition of the term "Clean-Up Call Event" in the Section "Master Definitions Schedule" of the Prospectus.

		<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 and the exercise of clean-up call options).</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>In addition, the Originator confirms in Clause 16.1 "Regulatory Undertakings", Item (b) "No Active Portfolio Management Undertaking" of the RPA that it will not enter into any purchase transaction with the Issuer or any other party which would constitute active portfolio management in the sense of Article 20(7) the Securitisation Regulation.</p> <p>As a result of the above, the criterion "no active portfolio management" is fulfilled.</p>
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#	Criterion Article 20 (8)	Verification Report
11	Securitisation of a <b>homogeneous</b> portfolio in terms of asset classes (I / III)	<p><u>Verification Method:</u> Legal (Prospectus)</p> <p>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).</p> <p>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 (b) and "Eligible Debtor", Item (d) in the Section "Master Definitions Schedule" of the Prospectus.</p>

#	Criterion Article 20 (8)	Verification Report
12	Securitisation of a homogeneous portfolio in terms of asset classes (II / III)	<p><u>Verification Method:</u> Legal (Prospectus) / Due Diligence (Underwriting and Servicing Policy)</p> <p>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.</p> <p>The underwriting process in place assures that only Debtors resident in Germany are originated according to the underwriting policy, see the Definitions of the terms "Eligibility Criteria", Items (a)(v) and (b) and "Eligible Debtor", Item (d) in the Section "Master Definitions Schedule" of the Prospectus.</p>

		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.
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#	Criterion Article 20 (8)	Verification Report
13	Securitisation of a homogeneous portfolio in terms of asset classes (III / III)	<p><u>Verification Method</u>: Data (AuP Report)</p> <p>Additionally, the homogeneity factor "The borrower is based in Germany" is part of the Eligibility Criteria Verification as further described in #40.</p>

#	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 (LO, Prospectus) / Due Diligence</p> <p>Clause 9.2 "Representations and warranties of the Originator in relation to the Receivables", Item (e) of the RPA in connection with the Definition of the term "Eligibility Criteria", Item (a) (ii) in the Section "Master Definitions Schedule" of the Prospectus contains warranties by the Originator as to the legally valid, binding and enforceable nature of the underlying exposures, i.e. the loan agreements under which the relevant Receivables arise. 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 (LO, Prospectus) / 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 the Definition of the term "Eligible Debtor", Item (c) in the Section "Master Definitions Schedule" of the Prospectus). 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</p>

		<p>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 the Definition of the term "Eligibility Criteria", Items (a)(xii) and (c) (iv), (v) in the Section "Master Definitions Schedule" of the Prospectus).</p> <p>The Eligibility Criteria restrict the underlying exposures to loan receivables originated under a Loan Agreement, 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>
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#	Criterion Article 20 (9)	Verification Report
16	Are there any <b>securitisation positions</b> in the portfolio?	<p><u>Verification Method:</u> Legal (Prospectus) / Due Diligence / Data (AuP Report)</p> <p>The Eligibility Criteria restrict the underlying exposures to loan receivables originated under a Loan Agreement, 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 (Prospectus) / 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 (<i>Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin</i>) and the German Central Bank (<i>Deutsche Bundesbank</i>) in accordance with the German Banking Act (<i>Kreditwesengesetz</i>), see Section "The Originator/Servicer/Subordinated Lender" in the Prospectus.</p> <p>As presented and discussed in the Due Diligence, the well-developed and highly professional 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. 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, see Clause 9.2 "Representations and warranties of the</p>

	Originator in relation to the Receivables”, Items (g) and (i) as well as the Definition of the term “Eligibility Criteria”, Item (a) (v) in the Section “Master Definitions Schedule” of the Prospectus.
	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.
	Since no Receivables will be transferred to the Issuer after the Closing Date, no obligation to disclose material changes to the underwriting policy after the closing of the Transaction applies.

#	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> Legal (Prospectus) / 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 the Definition of “Eligibility Criteria”, Item (a) (i) in the Section “Master Definitions Schedule” of the Prospectus.</p>

#	Criterion Article 20 (10)	Verification Report
20	<b>Assessment of the borrower’s creditworthiness performed in accordance with certain EU Directives</b> on	<p><u>Verification Method:</u> Regulatory / Legal / Due Diligence / Data</p> <p>Bank11 is a financial institution (<i>Kreditinstitut</i>) 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</p>



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	"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.
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#	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>: Legal (Prospectus, RPA) / 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 "THE ORIGINATOR/SERVICER/Subordinated Lender" of the Prospectus, Clause 9.2 "Representations and warranties of the Originator in relation to the Receivables", Item (h) of the RPA and the Definition of "Suitable Entity", Item (a) in the Section "Master Definitions Schedule" of the Prospectus.</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 (Prospectus) / Data (AuP Report)</p> <p>The dates of the provisional and final pool cuts are 28 February 2023 and 30 April 2023, respectively. Transfer of the final pool will occur at closing on 17 May 2023, i.e. without undue delay.</p>

#	Criterion Article 20 (11)	Verification Report
23	The underlying exposures do not include <b>any defaulted exposures</b> or to <b>debtors/guarantors with impaired creditworthiness</b>	<p><u>Verification Method</u>: Legal (Prospectus) / Due Diligence (Underwriting and Servicing Policy) / Data (AuP Report)</p> <p>The Originator is an institution subject to Regulation (EU) 575/2013. As presented in the Due Diligence, 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.</p> <p>The Originator warrants that the underlying exposures will not include loan receivables that have instalments in arrears, see the Definition of "Eligibility Criteria", Item (c) (ix) in the Section "Master Definitions Schedule" of the Prospectus. Furthermore, the underlying exposures will not include loan receivables relating to credit-impaired Debtor or guarantors who – to the best knowledge of Bank11 - (1) have 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</p>

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 SSPE; (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 the Definition of "Eligible Debtor" in the Section "Master Definitions Schedule" of the Prospectus).

The continuing COVID-19 pandemic and the ongoing geopolitical developments including the war in Ukraine and the sanctions imposed by the United States, the United Kingdom, the European Union, in particular, against Russia, may result in an adverse impact on global economic, financial, political, social or government conditions which may result or already resulted in limited access to workplaces, and limited availability of key personnel, higher inflation, higher interest rates, higher cost of living, declining access to credit, lower or stagnating wages, increasing unemployment, changes in government regulatory, fiscal or tax policies, including changes in applicable tax rates and the modification of existing or adoption of new tax legislation, sanctions regimes, removal of subsidies, reduced public spending, increases in fuel prices, weakness in energy markets or a loss of consumer confidence. Such conditions may have an adverse impact on both the operational business of Bank11 and the financial performance of the Purchased Receivables, see Section "RISK FACTORS", Subsection "Risks related to the Purchased Receivables", Paragraph "Adverse macroeconomic and geopolitical developments may have a material negative impact on the performance of the Purchased Receivables" of the Prospectus.

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 of the Purchased Receivables, (2) in the course of the Originator's servicing of the Purchased Receivables or the Originator's risk management procedures, or (3) from a third party, see the Definition of "Eligible Debtor", Item (g) in the Section "Master Definitions Schedule" of the Prospectus. This is in line with the 'best knowledge' standard stipulated in the EBA Guidelines.

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.

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.

#	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 (Prospectus) / 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 Section "Master Definitions Schedule" of the Prospectus.</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 (Prospectus) / Due Diligence</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. 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 (Prospectus) / Due Diligence</p> <p>Bank11 as the Originator will act as the holder of the risk retention (Retention Holder) and retain on an ongoing basis a material net economic interest of not less than 5% of the securitised exposures, see Section "RETENTION OF NET ECONOMIC INTEREST" of the Prospectus.</p> <p>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 in accordance with Article 6 (3) (c) of Securitisation Regulation, see Section "RETENTION OF NET ECONOMIC INTEREST" of the Prospectus.</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 Section "RETENTION OF NET ECONOMIC INTEREST" of the Prospectus.</p> <p>The Originator covenants to hold the risk retention on an ongoing in accordance with Article 6 of the Securitisation Regulation, see Section "RETENTION OF NET ECONOMIC INTEREST" of the Prospectus.</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>: Legal (Prospectus, Swap Agreement)</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. Section "RISK FACTORS", Subsection "Interest Rate Risk / Risk of Swap Counterparty Insolvency" of the Prospectus.</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 (Prospectus, Swap Agreement)</p> <p>The legal instrument used by the Issuer to hedge interest rate risks is the Swap Agreement, see Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsection "THE SWAP AGREEMENT" of the 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 "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsection "THE SWAP AGREEMENT" of the Prospectus. The requirements for eligible swap counterparties are market standard in international finance, see Section "RISK FACTORS", Subsection "Interest Rate Risk / Risk of Swap Counterparty Insolvency" of the 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 (Prospectus)</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 Prospectus as well as the respective Definitions of "EURIBOR" and "Class A Interest Rate" in the Section "Master Definitions Schedule" of the Prospectus.</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 (Prospectus)</p> <p>After the Enforcement Conditions being fulfilled, the Priority of Payments will change to the "Post-Enforcement Priority of Payments" in accordance with Clause 8.2 of the "TERMS AND CONDITIONS OF THE NOTES" and the following conditions will be fulfilled according to the Transaction Documents:</p> <p>(a) No cash will be retained with the Issuer, see the Definition of "Post-Enforcement Priority of Payments" in the Section "Master Definitions Schedule" of the Prospectus.</p> <p>(b) 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 Section "Master Definitions Schedule" of the Prospectus.</p> <p>(c) 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.</p> <p>(d) No automatic liquidation or sale of risk positions or assets is provided for.</p>
#	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 (Prospectus)</p> <p>The Transaction has a strictly sequential Priority of Payments.</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:	<u>Verification Method:</u> Legal (Prospectus)
		The requirements in relation to the early amortisation provisions do not apply to the Transaction as the Transaction does not feature a Replenishment Period.
	a) deterioration in the credit quality of the underlying exposures below a predefined threshold	Not applicable.
	b) insolvency-related events in relation to the Originator or the Servicer	Not applicable.
	c) decline in value of the underlying exposures below a predefined threshold	Not applicable.
	d) failure to generate sufficient new underlying exposures for replenishments under revolving Transactions	Not applicable.

#	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 Prospectus:</p> <ul style="list-style-type: none"> <li>• Section "The Trust Agreement" of the Prospectus regarding the Trustee.</li> <li>• The following Subsections in the Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS" of the Prospectus: <ul style="list-style-type: none"> <li>○ Subsection "The Data Trust Agreement" regarding the Data Trustee.</li> <li>○ Subsection "The Account Bank Agreement" regarding the Account Bank.</li> <li>○ Subsection "The Cash Administration Agreement" regarding the Cash Administrator.</li> <li>○ Subsection "The Agency Agreement" regarding the Paying Agent.</li> <li>○ Subsection "The Corporate Administration Agreement" regarding the Corporate Services Provider.</li> </ul> </li> </ul> <p>The Servicing Agreement specifies clear provisions for a replacement of the Servicer by a Substitute Servicer in case of a Servicer Termination Event, which includes the default or insolvency of the Servicer.</p> <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 Section "The Trust Agreement", Subsection "Replacement of Account Bank upon Downgrade Event" in the Prospectus.</p> <p>Also, detailed provisions exist for the obligations, duties and responsibilities of the Swap Counterparty (see Section "OVERVIEW OF FURTHER TRANSACTION DOCUMENTS", Subsection "THE SWAP AGREEMENT" of the 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	<u>Verification Method:</u> Legal (Prospectus) / Due Diligence
		Bank11 is a financial institution ( <i>Kreditinstitut</i> ) 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.
		The 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.
		The experience of the Management Board and Senior Staff is described in Section "The Originator/Servicer/Subordinated Lender", Subsection "Management Experience" of the Prospectus. Furthermore, the expertise of the management and the senior staff has been verified during the Due Diligence.
		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 9 years and as Servicer of loan Receivables securitisations for more than 5 years, and no contrary findings were observed in the Due Diligence.
#	Criterion Article 21 (8)	Verification Report
36	Appropriate and well documen- ted <b>risk management and            service policies</b> , procedures and controls	<u>Verification Method:</u> Due Diligence
		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.

#	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 (Prospectus) / Due Diligence</p> <p>The Credit and Collection Policy of Bank11 (see Section "Credit and Collection Policy" of the Prospectus) 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 Agreements</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. The Investor Report provides inter alia for the monthly reporting of the status of the occurrence of a Principal Deficiency Event.</p> <p>The Transaction Documents clearly specify the Priority of Payments (prior to and after the Enforcement Conditions being fulfilled), see Section "TERMS AND CONDITIONS OF THE NOTES", Subsection 8. "Priorities of Payments" of the Prospectus.</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 (Prospectus, Trust Agreement)</p> <p>The Notes will be issued on the basis of the German Act on Debt Securities (<i>Schuldverschreibungsgesetz - SchVG</i>), see for instance Section "TERMS AND CONDITIONS OF THE NOTES", Subsections 16.1 "Noteholder Resolutions" and 16.2 "Noteholders' Representative" of the Prospectus, enabling noteholders to take resolutions within one class of notes.</p> <p>In addition, Clause 4 "Conflict of Interest" 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.</p>
#	Criterion Article 22 (1)	Verification Report
39	Provision of <b>historical performance data</b> before pricing	<p><u>Verification Method:</u> Legal (Prospectus) / Data</p> <p>The historical performance data provided by the Originator include the following areas:</p> <ul style="list-style-type: none"> <li>• <b>Gross Losses</b> (covering the period from March 2016 until November 2022) separate for the total portfolio, EvoClassic and EvoSmart</li> <li>• <b>Dynamic Defaults</b> (covering the period from March 2016 until February 2023) separate for the total portfolio, EvoClassic and EvoSmart</li> <li>• <b>Recoveries</b> in static format (covering the period from March 2016 until November 2022) for the total portfolio</li> <li>• <b>Delinquencies</b> in the ageing buckets 1-30, 31-60, 61-90 and 90+ (covering the period from March 2016 until February 2023) for the total portfolio</li> <li>• <b>Prepayments</b> measured as monthly prepayment rate (covering the period from March 2016 until November 2022) for the total portfolio</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 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 #24, 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> Data (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) a verification that the data disclosed to investors in the 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 28 February 2023. This is ensured by a sufficiently large sample and random selection, applying a 99% confidence level. The report prepared by the audit firm with regards to the <b>Eligibility Criteria Verification</b> has been made available to SVI on 4 April 2023. The report confirms that the Eligibility Criteria Verification has occurred and that no significant adverse findings have been found. 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 Prospectus.</p> <p>The <b>Final Prospectus Data Verification</b> was performed by the audit firm based on the final pool cut as of 30 April 2023. The report to be prepared by the audit firm on this subject was completed on 8 May 2023 and received by SVI on the same date. This verification is based on a recalculation in reference to 33 specified stratification tables and 1 weighted average life table per Cut-Off Date 30 April 2023. The audit firm carried out the recalculation of each of the 33 stratification tables by comparing the information in the Data Tape (containing loan level data) with the information given in the stratifications. In addition, the weighted average life table was recalculated using the information in the amortisation profiles provided (0%, 5%, 11%, 15 % and 25 % CPR). The stratification tables and the weighted average life table are each part of the Prospectus. As a result of the Final Prospectus Data Verification, it can be stated that all stratifications and the weighted average life table have been successfully recalculated. 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> 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 2023-1 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 (Prospectus) / Due Diligence</p> <p>For the purpose of compliance with Article 22(4) of the Securitisation Regulation, the Originator has made available such information on environmental performance of the Vehicles which are available to it. In accordance with the EBA Guidelines the Originator has made and will make available for the lifetime of the Transaction information on the energy performance certificate value for such Purchased Receivables for which this information is available. The Originator will not make available information on the energy performance certificate provider as such information are not available to the Originator. Information on environmental performance of the Vehicles are set out in the stratification tables in the Section "Description of the Portfolio" of the Prospectus. Please refer to Section "COMPLIANCE WITH ARTICLE 7 AND ARTICLE 22 OF THE SECURITISATION REGULATION", Item (d) of the 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><u>Verification Method:</u> Legal (Prospectus)</p> <p>For the purposes of Article 7 (2) of the Securitisation Regulation, Bank11 as Originator and Servicer is designated as the entity responsible for compliance with the requirements of Article 7, see Section "COMPLIANCE WITH ARTICLE 7 AND ARTICLE 22 OF THE SECURITISATION REGULATION" of the Prospectus.</p> <p>Bank11 warrants that it will fulfil the provisions of Article 7 of the Securitisation Regulation as follows (see in this regard Section "COMPLIANCE WITH ARTICLE 7 AND ARTICLE 22 OF THE SECURITISATION REGULATION" of the Prospectus):</p> <ul style="list-style-type: none"> <li>• Art. 7 (1) (a): Loan level data have 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 17 May 2023 and then on a monthly basis.</li> <li>• Art. 7 (1) (b): The relevant Transaction Documents in draft form have been 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>• Art. 7 (1) (c): Not applicable.</li> <li>• 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 will be provided in final form on or around the Closing Date via the Securitisation Repository.</li> <li>• 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 17 May 2023 and then on a monthly basis.</li> <li>• Art. 7 (1) (f): The Issuer will, without delay, publish any inside information relating to the Transaction.</li> <li>• 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 for the Transaction “**RevoCar 2023-1**” have been fulfilled.

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