Prospectus

LIMES FUNDING S.A.,
ACTING ON BEHALF AND FOR THE ACCOUNT OF ITS COMPARTMENT 2019-1

(a public limited liability company (*société anonyme*)
organised and existing under the laws of the Grand Duchy of Luxembourg
acting as an unregulated securitisation company (*société de titrisation*)
within the meaning of, and governed by, the Luxembourg Securitisation Law
registered with the Luxembourg Trade and Companies Register
(*Registre de Commerce et des Sociétés, Luxembourg*)
under registration number B 202302 with its registered office at
6, rue Eugène Ruppert, 2453 Luxembourg
Grand Duchy of Luxembourg)

EUR 671,200,000 Class A Floating Rate Asset Backed Notes due 2029

EUR 78,800,000 Class B Fixed Rate Asset Backed Note due 2029

This Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**") which is the Luxembourg competent authority under Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as amended or superseded (the "**Prospectus Directive**" and relevant implementing measures in Luxembourg, as a prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purpose of giving information with regard to the issue on 17 July 2019 of the EUR 671,200,000 Class A Floating Rate Asset Backed Notes due 2029 (the "**Class A Notes**") of Limes Funding S.A., acting on behalf and for the account of its Compartment 2019-1 (the "**Issuer**") described in this Prospectus. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Directive. Such approval should not be considered as an endorsement of (i) the Issuer that is and (ii) the Class A Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Class A Notes. This Prospectus, once approved by the CSSF, will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Application has been made for the Class A Notes to be admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**"). The EUR 78,800,000 Class B Fixed Rate Asset Backed Note due 2029 (together with the Class A Notes, the "**Notes**") will not be listed. This Prospectus is solely drawn up for the issue of the Class A Notes. The Class B Note is only mentioned in this Prospectus for the purposes of describing compliance with article 6 of the Regulation (EU) 2017/2402 of the European Parliament and of the Council laying down common rules on securitisation and creating a European framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/38EC, 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the "**Securitisation Regulation**").

The Notes are backed by a portfolio of lease receivables claims which will be purchased by the Issuer from Deutsche Leasing Sparkassen AG & Co. KG (the "**Seller**") on the Closing Date (the "**Purchased Receivables**") and which are secured by, among others, security interests in certain objects located in Germany and which are leased to the customers under lease agreements and hire purchase agreements (*Mietkaufverträge*) relating to the Purchased Receivables (the "**Leased Objects**"). The obligations of the Issuer under the Notes will be secured by first-ranking security interests granted to Intertrust Trustees GmbH (the "**Trustee**") acting in a fiduciary capacity for the holders of the Notes pursuant to a German law governed trust agreement dated on or about 15 July 2019 (the "**Trust Agreement**"), an English law governed security deed dated on or about 15 July 2019 (the "**English Security Deed**") and

an Irish law governed security deed dated on or about 15 July 2019 (the "**Irish Security Deed**"). Although the Notes will share in the same security, the Class A Notes will rank in priority to the Class B Note in the event of the security being enforced, see "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 3.2 (Subordination), Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)" and "DESCRIPTION OF THE PORTFOLIO" herein.

The Class A Notes are expected to be assigned a rating of "AAAsf" by Fitch Deutschland GmbH ("**Fitch**") and "AAA(sf)" by S&P Global Ratings Europe Limited (Niederlassung Deutschland) ("**S&P**"). The Class B Note will not be assigned a rating. Each of Fitch and S&P is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended (the "**CRA Regulation**") and is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable under the Class A Notes are calculated by reference to the European Interbank Offered Rate ("**EURIBOR**"), which is provided by the European Money Markets Institute (the "**Administrator**"). As at the date of this Prospectus, the Administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**").

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

For reference to the definitions of capitalised terms appearing in this Prospectus, see "MASTER DEFINITIONS SCHEDULE".

Any website referred to in this Prospectus is for information purposes only and does not form part of this Prospectus and has not been scrutinised or approved by the CSSF.

ARRANGER

Société Générale S.A.

JOINT LEAD MANAGERS

Landesbank Baden-Württemberg and Société Générale S.A.

MANAGER

Bayerische Landesbank

Dated: 15 July 2019

IMPORTANT INFORMATION

The Issuer accepts responsibility for the information contained in this Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Issuer has confirmed to the Joint Lead Managers and the Manager (together the "**Managers**") named under "SUBSCRIPTION AND SALE" below that this Prospectus contains all information which is (in the context of the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other document entered into in relation to the Notes or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Manager.

Neither the Managers nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date hereof or the date upon which this Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date hereof or, if later, the date upon which this Prospectus has been most recently supplemented or that any other information supplied in connection with the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering, sale and delivery of the Class A Notes in certain jurisdictions may be restricted by law. By accepting delivery of this Prospectus, each potential investor agrees to these restrictions. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers to inform themselves about and to observe and to comply with any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Class A Notes and on the distribution of this Prospectus and other offering material relating to the Class A Notes, see "SUBSCRIPTION AND SALE". In particular, the Class A Notes have not been and will not be registered under the U.S. Securities Act of 1933 (as amended) (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, the Class A Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons ("**U.S. Persons**") as defined in Regulation S under the Securities Act ("**Regulation S**") or "United States persons" as defined in the U.S. Internal Revenue Code of 1986, as amended (the "**U.S. Code**"), and U.S. Treasury regulations thereunder. For a description of certain restrictions on offers and sales of the Class A Notes, see "SUBSCRIPTION AND SALE".

MiFID II Product Governance / Retail Investors, Professional Investors and Eligible Counterparties ("ECPs") Target Market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Class A Notes has led to the conclusion that: (i) the target market for the Class A Notes is eligible counterparties and professional clients each as defined in MiFID II; and (ii) all channels for distribution of the Class A Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services. Any person subsequently offering, selling or recommending the Class A Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Class A Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Prohibition of Sales to EEA Retail Investors – The Class A Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of article 4(1) of MiFID II, or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II, or (iii) not a qualified investor as defined in the Prospectus Directive. The expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Class A Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Class A Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Class A Notes and should not be considered as a recommendation by the Issuer, the Managers or any of them that any recipient of this Prospectus should subscribe for or purchase any Class A Notes. Each recipient of this Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Under article 6 of the Securitisation Regulation, the originator, sponsor or original lender of a securitisation shall retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent. Deutsche Leasing Sparkassen AG & Co. KG acts as "originator" within the meaning of article 6 of the Securitisation Regulation and has agreed to retain the material net economic interest. The material net economic interest is not subject to any credit-risk mitigation or hedging. Pursuant to article 6 paragraph (3)(d) of the Securitisation Regulation, a net economic interest may be retained by way of retention of the first loss tranche and, where such retention does not amount to 5 per cent. of the nominal value of the securitised exposures, if necessary, by way of retention of other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total not less than 5 per cent. of the nominal value of the securitised exposures.

Deutsche Leasing Sparkassen AG & Co. KG - in its capacity as "originator" within the meaning of the Securitisation Regulation - will retain for the life of the Transaction a material net economic interest of not less than 5 per cent. in the Transaction in accordance with article 6 paragraph (3)(d) of the Securitisation Regulation. Deutsche Leasing Sparkassen AG & Co. KG will (i) retain, on an ongoing basis until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date, the Class B Note, in its capacity as Class B Note Purchaser, and (ii) retain, in its capacity as Subordinated Lender, on an ongoing basis until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date, a first loss tranche constituted by the claim for repayment of a loan advance in an initial principal amount of EUR 3,750,000 (the "**Subordinated Loan**") made available by the Subordinated Lender to the Issuer under the Subordinated Loan Agreement as of the Closing Date so that the sum of the aggregate principal amount of the Class B Note and the principal amount of the Subordinated Loan is equal to at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Purchased Receivables).

Article 7 of the Securitisation Regulation requires, among others, that, in the case at hand, the Issuer (because the Issuer has been designated to fulfil the information requirements pursuant to article 7(1)(a), (b), (d), (e), (f) and (g) of the Securitisation Regulation) shall make available to the Class A Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation and, upon request, to potential investors quarterly investor reports containing the following: (i) all materially relevant data on the credit quality and performance of underlying exposures; (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; and (iii) information about the risk retained, including information on which of the modalities provided for in article 6(3) of the Securitisation Regulation has been applied, in accordance with article 6 of the Securitisation Regulation. Until the regulatory technical standards to specify the information that the originator, sponsor and securitisation special purpose entities (each as defined in the Securitisation Regulation shall provide in order to comply with their obligations under points (a) and (e) of the first subparagraph of paragraph 1 of article 7 of the Securitisation Regulation to be

adopted by the European Commission pursuant to article 7(3) of the Securitisation Regulation apply, originators, sponsors and securitisation special purpose entities shall, for the purposes of the obligations set out in points (a) and (e) of the first subparagraph of article 7(1) of the Securitisation Regulation, make the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 available in accordance with article 7(2) of the Securitisation Regulation. Under the Receivables Purchase and Servicing Agreement, the Servicer has agreed to prepare such report on behalf of the Issuer.

In addition, investors and Class A Noteholders should be aware of article 5 of the Securitisation Regulation which, among others, requires institutional investor prior to holding a securitisation position to verify that the originator, sponsor or original lender retains on an ongoing basis a material net economic interest in accordance with article 6 of the Securitisation Regulation and the risk retention is disclosed to the institutional investor in accordance with article 7 of the Securitisation Regulation. With a view to support compliance with article 5 of the Securitisation Regulation, the Servicer (on behalf the Issuer) will, on a monthly basis after the Closing Date, provide certain information to investors in the form of the Transparency Reports including data with regard to the Purchased Receivables and an overview of the retention of the material net economic interest. To the extent no securitisation repository is registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make such information required by the Securitisation Regulation available on the website of the of the European Data Warehouse (www.eurodw.eu) which, for the avoidance of doubt, will comply with the EU Transparency Requirements. If such securitisation repository should be registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make the information available to such securitisation repository.

Each prospective investor and Class A Noteholder is required to independently assess and determine the sufficiency of the information described in the preceding paragraphs for the purposes of complying with article 5 of the Securitisation Regulation, and none of the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Managers or the Arranger gives any representation or assurance that such information is sufficient for such purposes. In addition, if and to the extent the Securitisation Regulation or any similar requirements are relevant to any prospective investor and Class A Noteholder, such investor and Class A Noteholder should ensure that it complies with the Securitisation Regulation or such other applicable requirements (as relevant). Investors who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

THE CLASS A NOTES OFFERED BY THIS PROSPECTUS MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN REGULATION RR (17 C.F.R. PART 246) IMPLEMENTING THE RISK RETENTION REQUIREMENTS OF SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**") (SUCH PERSONS, "**RISK RETENTION U.S. PERSONS**"), EXCEPT WHERE SUCH SALE FALLS WITHIN THE SAFE HARBOUR FOR CERTAIN NON-U.S. RELATED TRANSACTIONS PROVIDED FOR IN RULE 20 OF THE U.S. RISK RETENTION RULES. IN ANY CASE, THE CLASS A NOTES MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF ANY "U.S. PERSON" AS DEFINED UNDER REGULATION S UNDER THE UNITED STATES SECURITIES ACT 1933, AS AMENDED ("**REGULATION S**"). PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S UNDER THE SECURITIES ACT. EACH PURCHASER OF CLASS A NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE REQUIRED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (I) (1) IS NOT A RISK RETENTION U.S. PERSON, (2) IS ACQUIRING SUCH CLASS A NOTE OR BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH CLASS A NOTES; AND (3) IS NOT ACQUIRING SUCH CLASS A NOTE OR BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH CLASS A NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO AVOID THE 10 PER CENT RISK RETENTION U.S. PERSON LIMITATION IN THE SAFE HARBOUR FOR CERTAIN NON-U.S. RELATED TRANSACTIONS UNDER RULE 20 OF THE U.S. RISK RETENTION RULES) OR (II) (1) IS A RISK RETENTION U.S. PERSON AND (2) IS NOT A "U.S. PERSON" AS DEFINED UNDER REGULATION S.

With respect to the U.S. Risk Retention Rules, the Seller and the Issuer agreed that the issuance of the Class A Notes was not designed to comply with the U.S. Risk Retention Rules and that the Seller does not intend to retain at least 5 per cent of the securitised assets for purposes of compliance with the U.S. Risk Retention Rules, but rather intends to rely on a safe harbour provided for in Rule 20 of the U.S. Risk Retention Rules regarding certain non-U.S. related transactions. The determination of the proper characterisation of potential investors for determining the availability of the a safe harbour for certain non-U.S. related transactions provided for in Rule 20 of the U.S. Risk Retention Rules is solely the responsibility of the Seller, and neither the Issuer, nor the Arranger, nor any of the Managers or any person who controls them or any of their directors, officers, employees, agents or Affiliates will have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the a safe harbour for certain non-U.S. related transactions provided for in Rule 20 of the U.S. Risk Retention Rules, and neither the Issuer, nor the Arranger, nor any of the Managers or any person who controls them or any of their directors, officers, employees, agents or Affiliates accept any liability or responsibility whatsoever for any such determination or characterisation. See "RISK FACTORS —Risks relating to the Class A Notes — U.S. Risk Retention".

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

The Class A Notes constitute an obligation of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Prospectus, including the Corporate Services Provider, the Arranger, the Managers and any person who controls them or any of their directors, officers, employees, agents or Affiliates. None of the foregoing or any other person has assumed any obligation to pay the Class A Notes in case the Issuer fails to make payment due under any Class A Note issued by it.

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GENERAL DESCRIPTION OF THE TRANSACTION

On the Closing Date, Deutsche Leasing Sparkassen AG & Co. KG (the "Seller") will sell and assign to Limes Funding S.A., acting on behalf and for the account of its Compartment 2019-1 (the "**Issuer**") against payment of EUR 749,999,999.58 a portfolio of lease receivables and hire purchase receivables (*Mietkaufforderungen*) (including certain ancillary rights governed by German law) (the "**Receivables**" or the "**Portfolio**") pursuant to the terms of a receivables purchase and servicing agreement dated 15 July 2019 (the "**Receivables Purchase and Servicing Agreement**"). The Receivables arise under lease agreements and hire purchase agreements (*Mietkaufverträge*) with commercial customers located in Germany (the "**Lessees**"). Under the Receivables Purchase and Servicing Agreement, the Seller will also transfer the title to the objects of lease and will assign certain other claims (the "**Lease Collateral**") to the Issuer as security. The relevant Lease Agreements are not entered into by the Seller but by the Seller's subsidiaries (i) Deutsche Leasing für Sparkassen und Mittelstand GmbH and (ii) Deutsche Leasing International GmbH (the "**Originators**") in the ordinary course of the Originators' business. The Originators act in their own name but for the account of Deutsche Leasing AG on the basis of a business operation agreement (*Betriebsführungsvertrag*) entered into with Deutsche Leasing AG ((i) with respect to Deutsche Leasing für Sparkassen und Mittelstand GmbH, the "**Business Operation Agreement 1**", and (ii) with respect to Deutsche Leasing International GmbH, the "**Business Operation Agreement 2**"). Deutsche Leasing AG in turn acts in its own name but for the account of the Seller under a separate business operation agreement (the "**Business Operation Agreement 3**"), by operation of which the Seller acquires title to the Portfolio.

The Receivables to be so purchased by the Issuer (the "**Purchased Receivables**") will be selected in accordance with certain eligibility criteria. The Lease Collateral assigned and transferred to the Issuer consists of, *inter alia*, (i) security title to the objects of lease and (ii) claims of the Seller against the respective Lessee in relation to the Purchased Receivables under the relevant underlying lease agreement(s). The Seller in its capacity as Servicer will service, collect and administer the Purchased Receivables and the Lease Collateral on behalf of the Issuer pursuant to the Receivables Purchase and Servicing Agreement using the same degree of care and diligence as it would use if the Purchased Receivables and the Loan Collateral were its own property. Defaulted Receivables will be administered by the Seller which (in accordance with its Credit and Collection Policy) includes transfer for collection to the debt collection agency Bad Homburger Inkasso GmbH.

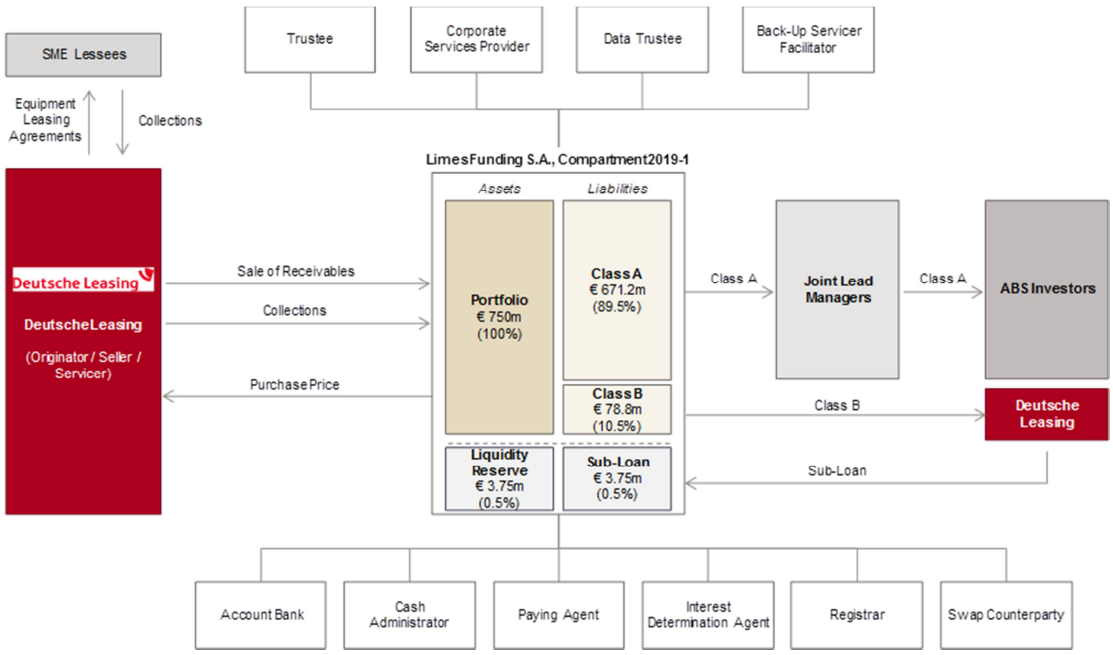
Under the Trust Agreement, the English Security Deed and Irish Security Deed, the Issuer will create security over substantially all of its assets, rights, claims and interests (together the "**Issuer Security**",), comprising primarily the Purchased Receivables, the Lease Collateral, the Transaction Accounts and other claims of the Issuer under the transaction documents in favours of the Trustee who in turn will hold the Issuer Security for the benefit of the holders of the Class A Notes and the holder of the Class B Note and the other secured parties.

Because the Receivables bear interest at a fixed rate and the Class A Notes will bear interest at a floating rate calculated by reference to EURIBOR, the Issuer will enter into an interest rate swap agreement on the basis of an ISDA Master Agreement (2002) (including any schedule thereto and confirmation thereunder as well as any related Credit Support Annex, the "**Swap Agreement**") with DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main as Swap Counterparty in order to hedge its floating rate exposure under the Class A Notes on 15 July 2019.

The Class A Notes are expected, on the Closing Date, to be rated "AAAsf" by Fitch and "AAA(sf)" by S&P. For the Class B Note, no rating will be assigned. The assignment of ratings to the Class A Notes or an outlook on these ratings is not a recommendation to invest in the Class A Notes and may be revised, suspended or withdrawn at any time.

All capitalised terms which are not defined in this section "INTRODUCTION TO THE STRUCTURE OF THE TRANSACTION" are defined in section "THE MASTER DEFINITIONS SCHEDULE" on pages 188 *et seqq.* of this Prospectus.

STRUCTURE DIAGRAM



TRANSACTION OVERVIEW

THE PARTIES

Issuer	**LIMES FUNDING S.A.**, a public limited liability company (*société anonyme*) organised and existing under the laws of the Grand Duchy of Luxembourg and acting as an unregulated securitisation company (*société de titrisation*) within the meaning of, and governed by, the Luxembourg Securitisation Law, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B 202302, with its registered office at 6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg, acting on behalf and for the account of its Compartment 2019-1. See "THE ISSUER".
Corporate Services Provider and Back Up Servicer Facilitator	**INTERTRUST (LUXEMBOURG) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) organised under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B 103123, with its registered office at 6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg. See "THE CORPORATE SERVICES PROVIDER AND THE BACK-UP SERVICER FACILITATOR".
Seller, Servicer, Subordinated Lender and Class B Note Purchaser	**DEUTSCHE SPARKASSEN LEASING AG & CO. KG**, a limited partnership company (*Kommanditgesellschaft*) organised under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Bad Homburg v.d. Höhe under registration number HRA 3330, with its registered office at Frölingstraße 15-31, 61352 Bad Homburg v.d. Höhe, Germany. See "THE SELLER, THE SERVICER, THE SUBORDINATED LENDER AND THE CLASS B NOTE PURCHASER".
Trustee	**INTERTRUST TRUSTEES GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 98921, with its registered office at Grüneburgweg 58-62, 60322 Frankfurt am Main, Germany. See "THE TRUSTEE".
Data Trustee	**DATA CUSTODY AGENT SERVICES B.V.**, a private limited company (*besloten vennootschap*) incorporated under the laws of The Netherlands, registered with the Dutch Chamber of Trade and Commerce (*Kamer van Koophandel*) under registration number 000017706939, with its registered office at Prins Bernhardplein 200, 1097JB Amsterdam, The Netherlands. See "THE DATA TRUSTEE".
Swap Counterparty	**DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN**, a stock corporation (*Aktiengesellschaft*) organised under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt under registration number HRB 45651, with registered office at Platz der Republik, 60265 Frankfurt am Main, Germany. See "THE SWAP COUNTERPARTY".

Account Bank, Paying Agent, Interest Determination Agent and Registrar	**ELAVON FINANCIAL SERVICES DAC**, a designated activity company incorporated under the laws of Ireland, registered in Ireland with the Companies Registration Office under registration number 418442, with its registered office at Block E, Cherrywood Business Park, Loughlinstown, Co. Dublin, Ireland. See "THE ACCOUNT BANK, THE PAYING AGENT, THE INTEREST DETERMINATION AGENT AND THE REGISTRAR".
Cash Administrator	**U.S. BANK GLOBAL CORPORATE TRUST LIMITED**, a limited company incorporated under the laws of England and Wales, registered with the Companies House under registration number 05521133, with its registered office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom See "THE CASH ADMINISTRATOR".
Arranger	**SOCIÉTÉ GÉNÉRALE S.A.**, 29 Boulevard Haussmann, 75009 Paris, Republic of France, acting through its Frankfurt branch and namely its Société Générale Corporate and Investment Banking department, at Neue Mainzer Straße 46-50, 60311 Frankfurt am Main, Germany.
Joint Lead Managers	**LANDESBANK BADEN-WÜRTTEMBERG**, Stuttgart, a public law institution (*Anstalt des öffentlichen Rechts*) incorporated under the laws of the Germany, registered with the commercial register (Handelsregister) of the local court (*Amtsgericht*) of Stuttgart under registration number HRA 12704 and having its registered office at Am Hauptbahnhof 2, 70173 Stuttgart, Germany. **SOCIÉTÉ GÉNÉRALE S.A.**, 29 Boulevard Haussmann, 75009 Paris, Republic of France, acting through its London branch and namely, its Société Générale Corporate and Investment Banking department, at SG House, 41 Tower Hill, London EC3N 4SG, United Kingdom.
Manager	**BAYERISCHE LANDESBANK**, a credit institution incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under registration number HRA 76030, with its registered office at Brienner Straße 18, 80333 Munich, Germany.
Rating Agencies	**FITCH DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 52256, with its registered address at Neue Mainzer Straße 46-50, 60311 Frankfurt am Main, Germany. **S&P GLOBAL RATINGS EUROPE LIMITED (NIEDERLASSUNG DEUTSCHLAND)**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 112659, with its registered address at OpernTurm Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Germany.

THE TRANSACTION

General Description of the Transaction	The Seller will sell and assign Receivables, together with the Ancillary Rights and the Lease Collateral, to the Issuer on the Closing Date pursuant to a receivables purchase and servicing agreement dated 15 July 2019 entered into between, among others, the Issuer and the Seller (the "**Receivables Purchase and Servicing Agreement**"). In order to finance the purchase price to be paid by the Issuer to the Seller for the Receivables, the Issuer will issue the Notes on the Closing Date. The Issuer will grant certain security interest to the Trustee under a trust agreement dated 15 July 2019 entered into between, among others, the Issuer and the Trustee (the "**Trust Agreement**"), an English law governed security deed dated 15 July 2019 entered into between the Issuer and the Trustee (the "**English Security Deed**") and an Irish law governed security deed dated 15 July 2019 entered into between the Issuer and the Trustee (the "**Irish Security Deed**") for the benefit of, among others, the Noteholders. SEE "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS".
Classes of Notes	The EUR 671,200,000 Class A Asset Backed Floating Rate Notes due on the Payment Date falling in September 2029 (the "**Class A Notes**") (see "TERMS AND CONDITIONS OF THE CLASS A NOTES") and the EUR 78,800,000 Class B Asset Backed Fixed Rate Note due on the Payment Date falling in September 2029 (the "**Class B Note**"), will be backed by the Portfolio.
Closing Date	17 July 2019.
Form and Denomination	Each of the Class A Notes will be represented by the Global Note in bearer form (*Inhaberschuldverschreibung*) under the new global note structure (NGN), without interest coupons attached. The Global Note will be deposited with a common safekeeper for Clearstream Banking S.A. and Euroclear. The Class A Notes will be transferred in book-entry form only. The Class A Notes will be issued in denominations of EUR 100,000. The Global Note will not be exchangeable for definitive notes. See "TERMS AND CONDITIONS OF THE CLASS A NOTES"— Condition 2 (The Class A Notes)". The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. The Class B Note will be represented by the Class B Note certificate in registered form (*Namensschuldverscheibung*) which and will be deposited with the Class B Note Purchaser.
Status and Priority	The Class A Notes constitute direct and unsubordinated (subject to Condition 3.3 (Non-Petition and Limited Recourse against the Issuer) of the terms and conditions of the Class A Notes (the "**Class A Terms and Conditions**")) obligations of the Issuer. All Class A Notes rank at least *pari passu* with all other current and future unsubordinated obligations of the Issuer. All Class A Notes rank *pari passu* among themselves and payments shall be allocated *pro rata* and in accordance with the applicable Priority of Payments. Prior to the occurrence of an Enforcement Event, the Issuer's obligations to make payments of principal and interest on the Class A Notes and the Class B Note follow the Pre-Enforcement Priority of Payments. Upon the occurrence of an Enforcement Event, the Issuer's obligations to make payments of principal and interest on the Class A Notes and the Class B Note follow the Post-Enforcement Priority of Payments. See "TERMS AND CONDITIONS OF THE CLASS A NOTES"— Condition 3 (Status;

Limited Recourse; Security), Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event)" and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)".

The Issuer's obligations to make payments of principal and interest on the Class B Note are subordinated to the Issuer's obligations to make respective payments of principal and interest on the Class A Notes in accordance with the Class A Terms and Conditions, see "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 3.2 (Subordination), Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)".

Limited Recourse

The Notes will be limited recourse obligations of the Issuer. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 3.3 (Non-Petition and Limited Recourse against the Issuer)" and "RISK FACTORS — Risks relating to the Class A Notes — Liability and Limited Recourse Obligations".

Interest

On each Payment Date, interest on each Class A Note is payable monthly in arrears by applying EURIBOR plus 0.50 per cent. *per annum* to the Outstanding Note Principal Amount of such Class A Note and, for the avoidance of doubt, if such rate is below zero, the Interest Rate will be zero. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 4 (Interest)".

The Interest Period with respect to each Payment Date will be the period (i) from and including the Closing Date to but excluding the first Payment Date and (ii) thereafter from and including a Payment Date to but excluding the next following Payment Date, provided that the last Interest Period shall end on (but exclude) the Final Maturity Date or, if earlier, the Payment Date (excluding) on which all Notes are redeemed in full.

Amounts payable under the Class A Notes are calculated by reference to the European Interbank Offered Rate ("**EURIBOR**"), which is provided by the European Money Markets Institute (the "**Administrator**"). As at the date of this Prospectus, the Administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**").

"**EURIBOR (Euro Interbank Offered Rate)**" means

(a) for the first Class A Notes Interest Period, the quotation (expressed as a percentage rate *per annum*) which is the result of the straight-line interpolation between (y) the rate for deposits in Euro for a period of one month and (z) the rate for deposits in Euro for a period of three months which appear on the Reuters screen page EURIBOR1MD (the "**Screen Page**") as of 11:00 a.m. (Brussels time) on the first Interest Determination Date; and

(b) for any Class A Notes Interest Period thereafter, the offered quotation (expressed as a percentage rate *per annum*) for deposits in Euro for a period of one month for the relevant Class A Notes Interest Period which appears on the Reuters screen page EURIBOR1MD (the "**Screen Page**") as of

11:00 a.m. (Brussels time) on the Interest Determination Date; or

(c) if the relevant Screen Page is not available or if no such quotation appears thereon, (a) in each case as at such time, and an Alternative Base Rate has not been determined, the Interest Determination Agent shall determine EURIBOR on the basis of such other screen rate the Interest Determination Agent shall determine in good faith. If the Interest Determination Agent cannot determine EURIBOR on the basis of such other screen rate in good faith, the Interest Determination Agent shall request the principal Euro-zone office of not less than four of the banks (the "**Reference Banks**") whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page to provide the Interest Determination Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in Euro for the relevant Interest Period to leading banks in the interbank market of the Eurozone at approximately 11.00 a.m. (Brussels time) on the second Business Day prior to the commencement of the relevant Interest Period. If two or more of the Reference Banks provide the Interest Determination Agent with such offered quotations, EURIBOR for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Interest Determination Agent.

If on any second Business Day prior to the commencement of the relevant Interest Period only one or none of the Reference Banks provides the Interest Determination Agent with such offered quotations as provided in the preceding paragraph, EURIBOR for the relevant Class A Notes Interest Period shall be the rate *per annum* which the Interest Determination Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Interest Determination Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the second Business Day prior to the commencement of the relevant Interest Period, deposits in Euro for the relevant Interest Period by leading banks in the interbank market of the Euro-zone or, if fewer than two of the Reference Banks provide the Interest Determination Agent with such offered rates, the offered rate for deposits in Euro for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in Euro for the relevant Interest Period, at which, on the second Business Day prior to the commencement of the relevant Interest Period, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the Interest Determination Agent suitable for such purpose) inform(s) the Interest Determination Agent it is or they are quoting to leading banks in the interbank market of the Euro-zone (or, as the case may be, the quotations of such bank or banks to the Interest Determination Agent). If

EURIBOR cannot be determined in accordance with the foregoing provisions of this paragraph, EURIBOR shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the second Business Day prior to the commencement of the relevant Interest Period on which such quotations were offered;

(d) an alternative base rate which is determined subject to and in accordance with the following provisions:

(i) The Servicer may, at any time, request the Issuer to agree, without the consent of the Class A Noteholders, to amend the EURIBOR as referred to in Condition (4.2) (Interest Rate) of the Class A Terms and Conditions (any such amended rate, an "**Alternative Base Rate**") and make such other related or consequential amendments as are necessary or advisable in order to facilitate such change, in particular to Condition (4.2) (Interest Rate) of the Class A Terms and Conditions, (a "**Base Rate Modification**") provided that the following conditions are satisfied:

(A) the Servicer, on behalf of the Issuer, has provided the Class A Noteholders and the Swap Counterparty with at least 30 calendar days' prior written notice of any such proposed Base Rate Modification in compliance with Condition 14 (Form of Notices) Class A Terms and Conditions and has certified to the Class A Noteholders and the Swap Counterparty in such notice (such notice being a "**Base Rate Modification Certificate**") that:

(1) such Base Rate Modification is made due to:

(a) a prolonged and material disruption to the EURIBOR, a material change in the methodology of calculating the EURIBOR or the EURIBOR ceasing to exist or be published; or

(b) a public statement by the EURIBOR administrator that it will cease publishing the EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of the EURIBOR); or

(c) a public statement by the supervisor of the EURIBOR administrator that the

EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or

(d) a public statement by the supervisor of the EURIBOR administrator that means the EURIBOR may no longer be used or that its use is or will be subject to restrictions or adverse consequences; or

(e) the reasonable expectation of the Servicer that any of the events specified in sub-paragraphs (a), (b), (c) or (d) above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(2) such Alternative Base Rate is:

(a) a base rate published, endorsed, approved or recognised by the European Central Bank, any regulator in Germany or the EU or any stock exchange on which the Class A Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing); or

(b) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or

(c) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is an Affiliate of the Originator; or

(d) such other base rate as the Servicer reasonably determines;

(B) the Rating Agencies have been notified of such proposed Base Rate Modification and, based on such notification, the Servicer is not aware that the then current ratings of the

Class A Notes would be adversely affected by such Base Rate Modification; and

(C) the Seller has accepted to bear all fees, costs and expenses (including legal fees) incurred by the Issuer or any other party to the Transaction Documents in connection with such Base Rate Modification.

(ii) Notwithstanding paragraph (d)(i) above, no Base Rate Modification will become effective if, within 30 days of the delivery of the Base Rate Modification Certificate, (i) the Swap Counterparty does not consent to Base Rate Modification (ii) or Class A Noteholders representing at least 10 per cent. of the Outstanding Note Principal Amount of the Class A Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable ICSD through which the Class A Notes are held) that they do not consent to the Base Rate Modification. Objections made in writing other than through the applicable Clearing System must be accompanied by evidence (having regard to prevailing market practices) of the relevant Class A Noteholder's holding of the Class A Notes.

(iii) The Servicer on behalf of the Issuer will notify the Class A Noteholders, the Rating Agencies, the Paying Agent, the Interest Determination Agent, the Cash Administrator and the Swap Counterparty on the date when the Base Rate Modification takes effect in compliance with Condition 14 (Form of Notices) of the Class A Terms and Conditions.

Payment Dates

Payment Date means the 22nd calendar day of each calendar month, subject to the Business Day Convention. The first Payment Date shall be 22 August 2019.

Final Maturity Date

Unless previously redeemed as described herein, the Class A Notes will be redeemed on the Payment Date falling in September 2029, subject to the limitations set forth in Condition 3.3 (Non-Petition and Limited Recourse against the Issuer) of the Class A Terms and Conditions. The Issuer will be under no obligation to make any payment under the Class A Notes after the Final Maturity Date. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Redemption — Condition 9.2 (Maturity)".

Amortisation

On each Payment Date, the Notes will be subject to redemption in accordance with the Pre-Enforcement Priority of Payments sequentially in the following order: first the Class A Notes until full redemption and thereafter the Class B Note. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event), and "CREDIT STRUCTURE AND FLOW OF FUNDS — Amortisation".

Repurchase Option/Clean-Up Call Option	The Seller has the right to repurchase the entire Portfolio and the Lease Collateral on a Payment Date upon at least five Business Days' prior written notice to the Issuer (with a copy to the Trustee) if a Repurchase Event has occurred. "**Repurchase Event**" means any of the following: (a) on any Cut-Off Date, the Aggregate Outstanding Portfolio Principal Amount represents less than 10 per cent. of the Aggregate Outstanding Portfolio Principal Amount as of the Initial Cut-Off Date (Clean-Up Call); or (b) any change in the laws of the Federal Republic of Germany or the official interpretation or application of such laws occurs which becomes effective on or after the Closing Date and which, for reasons outside the control of the Seller and/or the Issuer: (i) would restrict the Issuer from performing any of its material obligations under any Note; or (ii) would oblige the Issuer to make any tax withholdings or deductions for reasons of tax in respect of any payment on the Notes or any other obligation of the Issuer under the Transaction Document (in particular, but not limited to, financial transaction tax); The exercise of such repurchase option is conditional upon: (a) the Issuer and the Seller having agreed on the Repurchase Price (which shall be at least sufficient to redeem the Class A Notes in accordance with the applicable Priority of Payments); and (b) the Seller having agreed to reimburse the Issuer for any costs and expenses in respect of the repurchase and reassignment or retransfer of the Purchased Receivables and the Lease Collateral. Any such repurchase shall be made at the Repurchase Price on the Payment Date immediately following receipt of the Repurchase Notice by the Issuer and substantially in the form of the repurchase agreement attached as schedule 7 (Form of Repurchase Agreement) to the Receivables Purchase and Servicing Agreement. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Redemption — Condition 11.1 (Early Redemption – Repurchase Options)" and "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".
Taxation	All payments of principal of, and interest on, the Notes will be made free and clear of, and without any withholding or deduction for or on account of, tax (if any) applicable to the Notes under any applicable jurisdiction, unless such withholding or deduction is required by law. If any such withholding or deduction is imposed, the Issuer will not be obliged to pay any additional or further amounts as a result thereof. See "TAXATION".
Issuer Security	The obligations of the Issuer under the Notes will be secured by first ranking security interests granted to the Trustee for the benefit of the

Noteholders and other Beneficiaries in respect of (i) the Issuer's claims under the Purchased Receivables and the Lease Collateral acquired by the Issuer pursuant to the Receivables Purchase and Servicing Agreement; and (ii) the Issuer's claims under certain Transaction Documents and the rights of the Issuer, all of which have been assigned, transferred and pledged (as applicable) by way of security to the Trustee pursuant to the Trust Agreement. In addition, the obligations of the Issuer will be secured by a first priority security interest granted to the Trustee in the Issuer's rights (i) under the Swap Agreement in accordance with the English Security Deed and (ii) under the Account Bank Agreement in accordance with the Irish Security Deed (such security interests collectively the "**Issuer Security**"). SEE "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Trust Agreement".

Upon the occurrence of an Enforcement Event, the Trustee will enforce or will arrange for the enforcement of the Issuer Security and the Available Distribution Amount will be applied exclusively in accordance with the Post-Enforcement Priority of Payments. See "THE MATERIAL TERMS OF THE TRUST AGREEMENT — clause 16.4 (Application of Available Distribution Amount after an Enforcement Event)" and "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)".

The Portfolio: Purchased Receivables and Lease Collateral

The Portfolio backing the Notes consists of the Purchased Receivables and the Related Collateral. The Purchased Receivables are lease instalment claims arising under lease agreements and hire purchase agreements (*Mietkaufverträge*). The relevant Lease Agreements are not entered into by the Seller but by the Seller's subsidiaries (i) Deutsche Leasing für Sparkassen und Mittelstand GmbH and (ii) Deutsche Leasing International GmbH (the "**Originators**") in the ordinary course of the Originators' business. The Originators act in their own name but for the account of Deutsche Leasing AG on the basis of a business operation agreement entered into with Deutsche Leasing AG ((i) with respect to Deutsche Leasing für Sparkassen und Mittelstand GmbH, the "**Business Operation Agreement 1**", and (ii) with respect to Deutsche Leasing International GmbH, the "**Business Operation Agreement 2**"). Deutsche Leasing AG in turn acts in its own name but for the account of the Seller under a separate business operation agreement (the "**Business Operation Agreement 3**"), by operation of which the Seller acquires title to the Portfolio in its ordinary course of business. The Lease Collateral includes, *inter alia*, the security interest in the Leased Object. The Purchased Receivables, together with the Lease Collateral, will be assigned and transferred to the Issuer on the Closing Date pursuant to the Receivables Purchase and Servicing Agreement. SEE "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".

Servicing of the Portfolio

The Purchased Receivables and the Lease Collateral will be administered, collected and enforced by the Seller in its capacity as Servicer under the Receivables Purchase and Servicing Agreement and, upon outsourcing of the servicing and collection of Defaulted Receivables and the Lease Collateral to BHI in accordance with the Credit and Collection Policy, and, upon termination of the appointment of the Servicer following the occurrence of a Servicer Termination Event in accordance with the terms of the Receivables Purchase and Servicing Agreement, by a Back-Up Servicer

appointed by the Issuer. SEE "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".

Collections

Subject to the Pre-Enforcement Priority of Payments, the Collections received on the Portfolio will be available for the payment of interest and principal on the Notes. The Collections will include, *inter alia*, all cash amounts and proceeds received under the Purchased Receivables and the Lease Collateral. See "MASTER DEFINITIONS SCHEDULE — Available Distribution Amount and Collections".

Deemed Collections

Pursuant to the Receivables Purchase and Servicing Agreement, the Seller has undertaken to pay to the Issuer any Deemed Collection.

"**Deemed Collection**" means the occurrence of one of the following events: if

(a) any Purchased Receivable is not an Eligible Receivable on the Initial Cut-Off Date, the Seller shall be deemed to have received as of such date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable;

(b) the Outstanding Principal Amount of a Purchased Receivable is reduced as a result of a Dilution, the Seller shall be deemed to have received upon becoming aware of such Dilution a Collection in the amount of such reduction;

(c) any Purchased Receivable is affected by any defences (*Einreden*) or objections (*Einwendungen*) or any other counter claims (*Gegenrechte*) of a Lessee as a consequence of the non-compliance of the Seller with its obligations as Servicer or any other obligations (including servicing and maintenance services) vis-à-vis the Lessee (irrespective of whether such Purchased Receivable is or becomes a Defaulted Receivable), the Seller or Servicer shall be deemed to have received on the relevant Cut-Off Date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable; or

(d) any of the Deutsche Leasing Representations and Warranties in respect of a Purchased Receivable proves at any time to have been incorrect when made, the Seller shall be deemed to have received on the relevant Cut-Off Date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable.

See "MASTER DEFINITIONS SCHEDULE — Deemed Collections" and "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".

Subordinated Loan

Deutsche Sparkassen Leasing AG & Co. KG (the "**Subordinated Lender**") will make available to the Issuer an interest-bearing subordinated loan facility (the "**Subordinated Loan**") in the principal amount of EUR 3,750,000 for the purpose of funding the Liquidity Reserve. The obligations of the Issuer under the Subordinated Loan are subordinated to the obligations of the Issuer under the Notes and, following an Enforcement Event, rank junior against the Notes and all other obligations of the Issuer in

accordance with the Post-Enforcement Priority of Payments. Prior to the occurrence of an Enforcement Event, interest under the Subordinated Loan will be payable by the Issuer monthly in arrears on each Payment Date, subject to and in accordance with the Pre-Enforcement Priority of Payments. The outstanding principal amount of the Subordinated Loan will be repaid by the Issuer from reductions of the Liquidity Reserve Required Reserve Amount in an amount equal to the Subordinated Loan Redemption Amount in accordance with the Pre-Enforcement Priority of Payments. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)" and "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Subordinated Loan Agreement".

Liquidity Reserve

On each Payment Date following the Closing Date, but prior to an Enforcement Event, the Issuer (y) shall procure that an amount equal to the Liquidity Reserve Required Amount is maintained on the Liquidity Reserve Account Ledger, and (z) in case the funds standing to the credit of the Liquidity Reserve Account Ledger fall short of the Liquidity Reserve Required Amount, undertakes to credit an amount equal to such shortfall to Liquidity Reserve Account Ledger.

"**Liquidity Reserve Required Amount**" means:

(a) in respect of the Closing Date EUR 3,750,000;

(b) in respect of any Payment Date:

(i) as long as the Aggregate Outstanding Portfolio Principal Amount is larger than zero on the Cut-Off Date preceding such Payment Date EUR 3,750,000; and

(ii) otherwise zero (EUR 0).

Notwithstanding anything to the contrary contained in the paragraph above, on the Payment Date on which the Class A Notes are repaid in full, zero (EUR 0).

The amounts standing to the credit of the Liquidity Reserve Account Ledger from time to time will serve as liquidity support for the payments to be made under items (a) through (f) of the Pre-Enforcement Priority of Payments throughout the life of the Transaction and will ultimately serve as credit enhancement to the Notes.

SEE "CREDIT STRUCTURE AND FLOW OF FUNDS" and "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".

Commingling Reserve

On each Payment Date following the Closing Date until the revocation of the Collection Authority of the Servicer upon the occurrence of a Servicer Termination Event (a "**Lessee Notification Event**"), the Servicer (y) shall procure that an amount equal to the Commingling Reserve Required Amount is maintained on the Commingling Reserve Account Ledger, and (z) in case the funds standing to the credit of the Commingling Reserve Account Ledger

fall short of the Commingling Reserve Required Amount, undertakes to credit an amount equal to such shortfall to the Commingling Reserve Account Ledger.

"**Commingling Reserve Required Amount**" means on the Closing Date and on any Payment Date an amount equal to the larger of zero and the sum of A and B minus C where:

A is the amount of the Collections scheduled for the period from the beginning of the relevant Collection Period immediately following the Cut-Off Date immediately preceding the Closing Date or relevant Payment Date (as applicable);

B is 0.25 per cent. of the Aggregate Outstanding Portfolio Principal Amount, as of the relevant Cut-Off Date immediately preceding the Closing Date or the relevant Payment Date; and

C is the Commingling Reserve Reduction Amount.

"**Commingling Reserve Reduction Amount**" means:

(a) on the Closing Date: zero, and

(b) on any Payment Date following the Closing Date, the product of:

(i) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date; and

(ii) the difference, if positive, of A less B where:

(A) is the result of (x) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date minus the Aggregate Outstanding Note Principal Amount of the Class A Notes on such Payment Date plus the amount standing to the credit of the Liquidity Reserve Account Ledger on such Payment Date, divided by (y) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date; and

(B) 11 per cent.

On the Closing Date, the Commingling Reserve Required Amount will be EUR 43,537,052.66.

The Issuer shall pay the Commingling Reserve Excess Amount to the Seller on each Payment Date outside the applicable Priority of Payments.

"**Commingling Reserve Excess Amount**" means, on any Payment Date, the amounts standing to the credit of the Commingling Reserve Account exceeding the Commingling Reserve Required Amount.

The Commingling Reserve covers the risk that the Servicer will not transfer the Collections received on the Collection Account to the Distribution Account Ledger in accordance with clause 7.10 (Transfer of Collections) of the Receivables Purchase and Servicing Agreement in case the Servicer is Insolvent so that these funds may become subject to attachment by the creditors of the Servicer.

SEE "CREDIT STRUCTURE AND FLOW OF FUNDS" and "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement".

Available Distribution Amount

The Available Distribution Amount will be calculated by the Cash Administrator on each Investor Reporting Date and will be used by the Issuer to pay, among others, interest on and principal of the Class A Notes and to pay any amounts due to the other creditors of the Issuer.

"**Available Distribution Amount**" means with respect to any Payment Date an amount equal to the sum of:

(a) any Collections and Deemed Collections received or collected by the Servicer pursuant to the Receivables Purchase and Servicing Agreement during the relevant Collection Period immediately preceding such Payment Date; plus

(b) the amount standing to the credit of the Liquidity Reserve Account Ledger; plus

(c) the Net Swap Receipts; plus

(d) the Enforcement Proceeds; plus

(e) upon the occurrence and continuance of a Servicer Termination Event, the amounts standing to the credit of the Commingling Reserve Account Ledger if and only to the extent that the Servicer has, on the relevant Servicer Reporting Date, failed to transfer to the Issuer any Collections received by the Servicer during, or with respect to, the Collection Period ending as of such Cut-Off Date or any previous Collection Periods, and only to the extent necessary for the fulfilment on the relevant Payment Date of the payment obligations of the Issuer (but excluding any fees and other amounts due to the Servicer under paragraph (d) of the Pre-Enforcement Priority of Payments so long as no Back-Up Servicer is appointed in accordance with the Receivable Purchase and Servicing Agreement); plus

(f) any other amounts (if any) standing to the credit of the Distribution Account Ledger.

SEE "CREDIT STRUCTURE AND FLOW OF FUNDS".

Pre-Enforcement Priority of Payments

On each Payment Date prior to the occurrence of an Enforcement Event, the Available Distribution Amount shall be applied in accordance with the following order of priority where item (a) ranks

highest and each subsequent item ranks lower than the ones preceding it so that payments as to payment obligations attributed to an item are made only if any and all payment obligations attributed to all items preceding it are settled:

(a) any due and payable Statutory Claims;

(b) any due and payable Trustee Expenses;

(c) any due and payable Administrative Expenses;

(d) any due and payable Servicing Fee to the Servicer;

(e) any due and payable Net Swap Payments and swap termination payments under the Swap Agreement to the Swap Counterparty (provided that the Swap Counterparty is not the defaulting party (as defined in the Swap Agreement) and there has been no termination of the Swap Agreement (due to a termination event relating to the Swap Counterparty's downgrade));

(f) any due and payable Class A Interest Amount on the Class A Notes, plus any Interest Shortfall of the Class A Notes;

(g) the Liquidity Reserve Required Amount to the Liquidity Reserve Account Ledger;

(h) the Class A Principal Redemption Amount in respect of the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;

(i) any due and payable Class B Interest Amount on the Class B Note, plus any Interest Shortfall of the Class B Note;

(j) the Class B Principal Redemption Amount in respect of the redemption of the Class B Note until the Aggregate Outstanding Note Principal Amount of the Class B Note is reduced to zero;

(k) in or towards payment of the Subordinated Swap Amount;

(l) any due and payable Subordinated Loan Interest, including any Subordinated Loan Interest Shortfall Amount;

(m) the Subordinated Loan Redemption Amount in respect of the redemption of the Subordinated Loan until the Subordinated Loan is reduced to zero; and

(n) any Excess Value to the Seller.

See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event)".

Issuer Event of Default

"**Issuer Event of Default**" means any of the following:

(a) the Issuer becomes Insolvent;

(b) the Issuer fails to make the payment of interest on any Payment Date (and such default is not remedied within two Business Days of its occurrence) or the payment of principal on the Final Maturity Date (and such default is

not remedied within two Business Days of its occurrence) in each case in respect of the most senior Class of Notes outstanding on any Payment Date;

(c) the Issuer fails to perform or observe any of its other material obligations under the Terms and Conditions or the Transaction Agreements and such failure is (if capable of remedy) not remedied within 30 Business Days following written notice from the Trustee; or

(d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, or any Transaction Agreement.

Enforcement Event

"**Enforcement Event**" means the event that an Issuer Event of Default has occurred and the Trustee has served an Enforcement Notice upon the Issuer.

Post-Enforcement Priority of Payments

On each Payment Date after the occurrence of an Enforcement Event, the Available Distribution Amount shall be applied in accordance with the following order of priority where item (a) ranks highest and each subsequent item ranks lower than the ones preceding it so that payments as to payment obligations attributed to an item are made only if any and all payment obligations attributed to all items preceding it are settled:

(a) any due and payable Statutory Claims;

(b) any due and payable Trustee Expenses;

(c) any due and payable Administrative Expenses;

(d) any due and payable Servicing Fee to the Servicer;

(e) any due and payable Net Swap Payments and swap termination payments under the Swap Agreement to the Swap Counterparty (provided that the Swap Counterparty is not the defaulting party (as defined in the Swap Agreement) and there has been no termination of the Swap Agreement (due to a termination event relating to the Swap Counterparty's downgrade));

(f) any due and payable Class A Interest Amount on the Class A Notes, plus any Interest Shortfall of the Class A Notes;

(g) any amount in respect of the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;

(h) any due and payable Class B Interest Amount on the Class B Note, plus any Interest Shortfall of the Class B Note;

(i) any amount in respect of the redemption of the Class B Note until the Aggregate Outstanding Note Principal Amount of the Class B Note is reduced to zero;

(j) in or towards payment of the Subordinated Swap Amount;

(k) any due and payable Subordinated Loan Interest, including any Subordinated Loan Interest Shortfall Amount;

(l) any amounts in respect of the redemption of the Subordinated Loan until the Subordinated Loan is reduced to zero; and

(m) any Excess Value to the Seller.

See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)".

Swap Agreement

Because the Receivables bear interest at a fixed rate and the Class A Notes will bear interest at a floating rate calculated by reference to EURIBOR, the Issuer has entered into an interest rate swap agreement on the basis of an ISDA Master Agreement (2002) (including any schedule thereto and confirmation thereunder as well as any related Credit Support Annex, the "**Swap Agreement**") with the Swap Counterparty in order to hedge its floating rate exposure under the Class A Notes. See "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Swap Agreement".

Ratings

The Class A Notes are expected on issue to be assigned a long-term rating of "AAA (sf)" by Fitch, and a long-term rating of "AAA (sf)" by S&P. The Issuer has not requested a rating to be assigned to the Class B Note. SEE "RATING OF THE CLASS A NOTES".

Approval, Listing and Admission to Trading

The *Commission de Surveillance du Secteur Financier*, as competent authority under the Prospectus Directive, has approved the Prospectus for the purposes of the Prospectus Directive. By approving this Prospectus, the *Commission de Surveillance du Secteur Financier* assumes no responsibility as to the economic or financial soundness of this transaction or the quality and solvency of the Issuer. The Issuer has applied to the Luxembourg Stock Exchange that Class A Notes will be admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. The direct cost of the admission of the Class A Notes to be admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange amounts to approximately EUR 9,200.

Clearing

Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue J.F. Kennedy, 1855 Luxembourg, Luxembourg (together, the "**Clearing Systems**", the "**International Central Securities Depositaries**" or the "**ICSDs**").

Governing Law

The Notes will be governed by, and construed in accordance with, the laws of Germany.

Transaction Documents

The Account Bank Agreement, the Agency Agreement, the Corporate Services Agreement, the Cash Administration Agreement, the Data Trust Agreement, the English Security Deed, the Irish Security Deed, the Mandate, the Master Framework Agreement, the Netting Agreement, the Note Purchase Agreement, the Receivables Purchase and Servicing Agreement, the Subordinated Loan Agreement, the Subscription Agreement, the Trust Agreement, the Swap Agreement and in relation to the agreements specified above, any fee letter relating thereto or issued thereunder.

RISK FACTORS

THE PURCHASE OF THE CLASS A NOTES MAY INVOLVE SUBSTANTIAL RISKS AND IS SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE CLASS A NOTES. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY AND IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES ALL THE INFORMATION SET FORTH IN THIS PROSPECTUS AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW. PROSPECTIVE INVESTORS SHOULD (A) MAKE SUCH INQUIRIES AND INVESTIGATIONS AS THEY DEEM APPROPRIATE AND NECESSARY AND (B) REACH THEIR OWN VIEWS PRIOR TO MAKING ANY INVESTMENT DECISIONS WITHOUT RELYING ON THE ISSUER OR THE ARRANGER OR ANY MANAGER OR ANY OTHER PARTY REFERRED TO HEREIN.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes and are up to date as of the date of this Prospectus, but the Issuer may face other risks and uncertainties not presently known to the Issuer or that the Issuer currently believes to be immaterial or that it may not be able to anticipate. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are described below. These factors are contingencies which may or may not occur, and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. The Issuer does not represent that the statements below regarding the risk of holding any Notes are exhaustive. If any of the following risks, as well as other risks and uncertainties that are not yet identified or that the Issuer thinks are immaterial at the date of this Prospectus, actually occur, then these could have a material adverse effect on the ability of the Issuer to fulfil its obligations to pay interest, principal or other amounts owing in connection with the Notes. More than one risk factor can affect simultaneously the Issuer's ability to fulfil its obligations under the Class A Notes. The extent of the effect of a combination of risk factors is uncertain and cannot be accurately predicted.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Risks relating to the Class A Notes

1. Violation of Issuer's Articles of Association

The Issuer's articles of association and undertakings given under the Common Terms limit the scope of the Issuer's business and authorised activities. In particular, the Issuer undertakes not to engage in any business activity other than entering into and performing its obligations under the Transaction Documents and any agreements relating thereto. However, obligations assumed by the Issuer in breach of the undertakings made in Transaction Document (in particular non-contractual obligations and contractual obligations deriving from agreements between the Issuer and third parties who are not aware of the undertakings made by the Issuer in the Transaction Documents) are likely to still be valid obligations of the Issuer. Further, according to article 441-13 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended (the "**Luxembourg Company Law**"), a public limited liability company (*société anonyme*) shall be bound by any act of the board of directors, even if such act exceeds the corporate object, unless it proves that the third party knew that the act exceeded the corporate object or could not in view of the circumstances have been unaware of it without the mere publication of the articles of association constituting such evidence. Any such activity which is to the detriment of the Noteholders and/or the assets of the Issuer may adversely affect payments to the Noteholders under the Notes.

2. Liability and Limited Recourse Obligations

The Notes represent obligations of the Issuer only and do not represent obligations or responsibilities of or guarantees by Deutsche Sparkassen Leasing AG & Co. KG (acting in any capacity), the Arranger, the Managers, the Trustee or any other third party or entity. Neither the Managers, the Arranger, the Trustee, Deutsche Sparkassen Leasing AG & Co. KG (acting in any capacity) nor any other third person or entity assumes any liability whatsoever to the Noteholders if the Issuer fails to make a payment due under the Notes.

All payment obligations of the Issuer under the Notes constitute limited recourse obligations to pay only the Available Distribution Amount which includes, *inter alia*, amounts received by the Issuer from the Purchased Receivables and under the Transaction Documents. The Available Distribution Amount may not be sufficient to pay amounts accrued under the Notes, which may result in an interest shortfall, however, only an interest shortfall on the most senior Class of Notes when the same becomes due and payable, and if such default continues for a period of two Business Days, will constitute an Issuer Event of Default. The non-payment of principal due on the Final Maturity Date and payable in accordance with the Pre-Enforcement Priority of Payments will also constitute an Issuer Event of Default. The Notes shall not give rise to any payment obligation in addition to the foregoing. The payment obligations under the Notes shall only be enforced by the Trustee in accordance with the Trust Agreement. If the Trustee enforces the claims under the Notes, such enforcement will be limited to the Issuer Security. To the extent that such assets, or the proceeds of the realisation thereof, prove ultimately insufficient to satisfy the claims of all Noteholders in full, then any shortfall arising shall be extinguished and none of the Noteholders or the Trustee shall have any further claims against the Issuer. Such assets and proceeds shall be deemed to be "ultimately insufficient" at such time when no further assets are available and no further proceeds can be realised therefrom to satisfy any outstanding claims of the Noteholders.

If any events occur that require the Trustee to take action, it will have access to the security only.

Other than as provided in the Transaction Documents, none of the Issuer or the Trustee will have recourse to the Seller.

3. **Repayment of the Notes**

The amount of repayment of principal under the Notes on any given Payment Date will depend on the relevant Available Distribution Amount, in particular the funds received by the Issuer on the Portfolio, including the aggregate amount which the Lessees have paid in the Collection Period immediately preceding such Payment Date.

There is no assurance that the Purchased Receivables can be realised by or on behalf of the Issuer at their purchase price, or at all. While each Lease Agreement has due dates for scheduled payments thereunder, there is no assurance that the Lessees under those Lease Agreements will pay on time, or at all. In addition, Lessees may prepay the aggregate principal amount outstanding under a Lease Agreement on the terms specified in the Lease Agreement. Accordingly, there are no scheduled dates for payment of specified amounts of principal under the Notes.

A shortfall in Collections arises under a Lease Agreement if the Lessee does not make the payments scheduled thereunder.

There is no guarantee that the Noteholders will ultimately receive the full principal amount of the Notes and interest thereon as a result of losses incurred in respect of the Lease Agreements.

The expectations expressed in the paragraph headed "SCHEDULED AMORTISATION OF THE CLASS A NOTES" should be viewed as estimates only, and no assurance is given that the expectations expressed therein will be realised.

4. **Limited Resources of the Issuer**

The Issuer is a special purpose vehicle with limited resources and with no business operations other than to acquire the Receivables, to issue and repay or redeem the Notes and to finance the Portfolio, in each case in accordance with the Transaction Documents. In order to meet its obligations under the Transaction Documents, the Issuer has appointed certain Transaction Parties to perform certain of the Issuer's obligations under or in connection with the Transaction Documents.

Therefore, the ability of the Issuer to meet the obligations under the Notes will depend, *inter alia*, upon receipt of:

(a) amounts due from Lessees under the Receivables and collected on behalf of the Issuer by the Servicer;

(b) Recoveries received by the Servicer on behalf of the Issuer;

(c) Enforcement Proceeds;

(d) Deemed Collections due from the Seller;

(e) amounts (if any) due and payable by the Swap Counterparty under the Swap Agreement;

(f) interest earned (if any) on the Distribution Account Ledger and the Liquidity Reserve Account Ledger; and

(g) payments under the other Transaction Documents in accordance with the terms thereof

5. **Yield to Maturity**

The yield to maturity of a Class of Notes will depend on, among other things, the amount and timing of payments under the Portfolio (including early terminations of Lease Agreements; prepayments by the Lessees, etc.) and the price paid by the Noteholders for the Notes.

The amount and timing of payments under the Portfolio cannot be predicted and are influenced by a wide variety of economic, social and other factors, including prevailing interest rates, the availability of alternative financing, local and regional economic conditions, etc.

See the paragraph headed "SCHEDULED AMORTISATION OF THE CLASS A NOTES".

6. **Early Redemption by the Issuer**

The Issuer may redeem the Notes upon the occurrence of a Repurchase Event (see "MASTER DEFINITIONS SCHEDULE"). The Issuer is under no obligation to pay to the Noteholders a premium or any other form of compensation for the redemption prior to the Final Maturity Date.

7. **Interest Rate Risk/Risk of Swap Counterparty Insolvency**

The Receivables bear interest at fixed rates while the Class A Notes will bear interest at floating rates based on 1-month EURIBOR. Because of this, the Issuer might have to pay higher interest under the Class A Notes than the Issuer receives from the Receivables, depending, *inter alia*, on the development of 1-month EURIBOR. The Issuer will hedge the afore-described interest rate risk and will use payments made by the Swap Counterparty to make payments on the Class A Notes on each Payment Date, in each case calculated with respect to the swap notional amount which is equal to the Aggregate Outstanding Note Principal Amount of the Class A Notes on the immediately preceding Payment Date (after taking into account any principal payments made on such date).

During those periods in which the floating rates payable by a Swap Counterparty under the Swap Agreement are substantially greater than the fixed rates payable by the Issuer under such Swap Agreement, the Issuer will be more dependent on receiving payments from such Swap Counterparty in order to make interest payments on the Class A Notes. If the Swap Counterparty fails to pay any amounts when due under the Swap Agreement, the Collections may be insufficient to make the required payments on the Class A Notes, and the Class A Noteholders may experience delays and/or reductions in the interest and principal payments on the Class A Notes.

During those periods in which the floating rates payable by a Swap Counterparty under the Swap Agreement are less than the fixed rates payable by the Issuer under such Swap Agreement, the Issuer will be obliged under such Swap Agreement to make a payment to such Swap Counterparty. The Swap Counterparty's claims for payment (including certain termination payments required to be made by the Issuer upon a termination of the Swap Agreement) under the Swap Agreement will be higher in priority than all payments on the Notes, provided that the Swap Counterparty is not in default of its obligations under the Swap Agreement. If a payment under the Swap Agreement is due to the Swap Counterparty on any Payment Date, the Collections may be insufficient to make the required payments on the Notes, and the Noteholders may experience delays and/or reductions in the interest and principal payments under the Notes.

The Swap Counterparty may terminate the Swap Agreement upon the occurrence of certain bankruptcy events in relation to the Issuer, if the Issuer fails to make a payment under such Swap Agreement when due and such failure is not remedied within ten Business Days of notice of such failure being given, if

performance of the respective Swap Agreement becomes illegal, if an Enforcement Event occurs, if the Class A Notes are redeemed or if payments to the Swap Counterparty are reduced or payments from the Swap Counterparty are increased for a set period of time due to tax reasons. The Issuer may terminate the Swap Agreement if, among other things, the Swap Counterparty becomes insolvent, the Swap Counterparty fails to make a payment under the Swap Agreement when due and such failure is not remedied within ten Business Days of notice of such failure being given, performance of the Swap Agreement becomes illegal or payments to the Issuer are reduced or payments from the Issuer are increased due to tax for a period of time.

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

The Issuer is exposed to the risk that the Swap Counterparty may become insolvent. If the Swap Counterparty ceases to be an Eligible Swap Counterparty in accordance with the Swap Agreement, the Issuer may terminate the Swap Agreement if the Swap Counterparty fails, within a set period of time, to take certain actions intended to mitigate the effects of such downgrade. Such actions could include the Swap Counterparty collateralising its obligations as a referenced amount calculated in accordance with a credit support annex to the ISDA master agreement, transferring its obligations to a replacement Swap Counterparty or procuring a guarantee. Upon the termination of the Swap Agreement prior to the repayment of the Class A Notes, the Issuer will use its reasonable efforts to find a replacement which is an Eligible Swap Counterparty. However, if the Swap Counterparty is downgraded or becomes insolvent and the Swap Agreement will be terminated, there can be no assurance that a guarantor or replacement Eligible Swap Counterparty will be found or that the amount of collateral will be sufficient to meet the Swap Counterparty's obligations under the Swap Agreement. If no replacement Eligible Swap Counterparty or guarantor can be found, the Available Distribution Amount will be reduced if the Class A Interest Amount exceeds the fixed rate the Issuer would have been required to pay the Swap Counterparty under the terminated Swap Agreement. In that case, the Collections and the Liquidity Reserve might not be sufficient to timely make the required payments under the applicable Priority of Payments.

8. Changes or Uncertainty in respect of EURIBOR may affect the Value or Payment of Interest under the Class A Notes

Various interest rate and other indices which are deemed to be "benchmarks", in the case at hand EURIBOR, are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms and other pressures may cause such benchmarks to disappear entirely or to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted at the date of this Prospectus. Any such consequence could have a material adverse effect on any Class A Notes linked to such a benchmark as further described below.

A key initiative in this area is (amongst others) the Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). The Benchmark Regulation entered into force in June 2016 and became fully applicable in the EU on 1 January 2018 (save that certain provisions, including those related to "critical benchmarks", took effect on 30 June 2016), subject to certain transitional provisions. The Benchmark Regulation applies to the contribution of input data to a "benchmark", the provision or administration of a "benchmark" and the use of a "benchmark" in the EU. Among other things, it (i) requires EU benchmark administrators to be authorised or registered as such and to comply with extensive requirements relating to the administration of "benchmarks" and (ii) prohibits certain uses by EU supervised entities of "benchmarks" provided by EU administrators which are not authorised or registered in accordance with the Benchmark Regulation (or, if located outside of the EU, subject to equivalence, recognition or endorsement). A Benchmark administrator may, however, continue to provide an existing "benchmark" (i.e., a "benchmark" existing on or before 1 January 2018) until 31 December 2021 or, where an application for authorisation or registration is submitted, unless and until

the authorisation or registration is refused. Therefore, according to the Benchmark Regulation, a "benchmark" may not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction that (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions, is not "recognised" pending such a decision and is not "endorsed" for such purpose. Consequently, it may not be possible to link the Class A Notes to a "benchmark". In such event, depending on the particular "benchmark" and the applicable terms of the Class A Notes, the Class A Notes could be de-listed, adjusted or otherwise impacted. Currently, EURIBOR has been identified as a "critical benchmark" within the meaning of the Benchmark Regulation. This could result in EURIBOR ceasing to be provided, or performing in a different manner than was previously the case.

On 23 November 2018, the HM Treasury department of the UK government published *The Benchmarks (Amendment) (EU Exit) Regulations 2018: explanatory information*. The note explains what the proposed regulations (the "**UK Benchmark Regulation**"), which are not yet available even in draft form, will seek to achieve. The UK Benchmark Regulation will form part of a raft of statutory instruments which are expected to come into force on or prior to exit day to ensure that retained, or "onshored", EU law continues to function effectively once the UK has left the EU. The UK Benchmark Regulation will only apply if the UK exits the EU without an agreement with the EU; if the UK ratifies the withdrawal agreement endorsed by the European Council on 25 November 2018, the existing EU Benchmark Regulation will continue to apply in the UK during the transition or implementation period until 31 December 2020. Under the UK Benchmark Regulation, UK benchmark administrators will still need to apply to the UK Financial Conduct Authority (the "**FCA**") for authorisation or registration. However, the regulation (i) clarifies that the scope of the UK Benchmark Regulation - and therefore the scope of any authorisation or registration granted by the FCA - is only the UK, and not the whole of the EU and (ii) provides that EU administrators and benchmarks are subject to the third country provisions of the UK Benchmark Regulation. Therefore, unless an equivalence determination is made by the UK in respect of the EU Benchmark Regulation, EU administrators and/or benchmarks will need to apply for approval via recognition or endorsement by the FCA, in the same way that non-EU administrators and benchmarks must under the current EU regime. If EURIBOR will not be accepted under the UK Benchmark Regulation as valid benchmark, it could be the case that the reference rate applicable to the Class A Notes and under the Swap Agreement do not match so that the interest rate risk resulting from the floating rate interest to be paid under the Class A Notes and fixed rate interest under the Receivables is not adequately hedged.

Based on the information set out above, investors should, in particular, be aware of the following:

(a) any of the reforms referred to above, or proposed changes to a benchmark (including EURIBOR) could impact on the published rate or level (i.e. it could be lower/more volatile than would otherwise be the case);

(b) if EURIBOR is discontinued or is otherwise permanently unavailable and an amendment as described in paragraph (c) below has not been made, then the rate of interest on the Class A Notes will be determined for a period by the fall-back provisions provided for under paragraph (c) of the definition of EURIBOR, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for the EURIBOR rate, may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR was available;

(c) while an amendment may be made under paragraph (d) of the definition of EURIBOR to change the EURIBOR rate on the Class A Notes to an alternative base rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation, there can be no assurance that any such amendments will be made or, if made, that they (i) will fully or effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Class A Notes and the Swap Agreement or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant;

(d) if EURIBOR is discontinued, and whether or not an amendment is made under paragraph (d) of the definition of EURIBOR to change the base rate on the Class A Notes as described in paragraph (c) above, if the UK Benchmark Regulation should apply to the Swap Agreement, there can be no assurance that the applicable fall-back provisions under paragraph (c) of the definition of EURIBOR or the changes made under paragraph (d) of the definition of

EURIBOR would operate so as to ensure that the base floating interest rate used to determine payments under the Swap Agreement is the same as that used to determine interest payments under the Class A Notes, or that any such amendment made under paragraph (d) of the definition of EURIBOR would allow the transaction under the Swap Agreement to effectively mitigate interest rate risk on the Class A Notes. This, in turn, could cause a risk of mismatch of interest and reduced payments on the Class A Notes; and

(e) if EURIBOR cannot be used as a benchmark (for whatever reason), there can be no assurance that the applicable fall-back provisions under paragraph (c) of the definition of EURIBOR would operate so as to ensure that the base floating interest rate used to determine payments under the Swap Agreement is the same as that used to determine interest payments under the Class A Notes, or that any such amendment made under paragraph (d) of the definition of EURIBOR would allow the transaction under the Swap Agreement to effectively mitigate interest rate risk on the Class A Notes. This, in turn, could cause a risk of mismatch of interest and reduced payments on the Class A Notes.

Any of the above matters (including an amendment to change the base rate as described in paragraph (c) above) or any other significant change to the setting or existence of EURIBOR could affect the ability of the Issuer to meet its obligations under the Class A Notes and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Class A Notes. Changes in the manner of administration of EURIBOR could result in amendments to the Class A Terms and Conditions and the Swap Agreement in line with under paragraph (d) of the definition of EURIBOR. No assurance may be provided that relevant changes will not be made to EURIBOR or any other relevant benchmark rate and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to the Class A Notes.

9. **Subordination of Payments to be made to the Swap Counterparty**

The enforceability of a contractual provision which alters the priorities of payments to subordinate the claim of a swap counterparty (to the claims of other creditors of its counterparty) upon the occurrence of an insolvency of or other default by the swap counterparty (a so-called flip clause) has been challenged in the English and U.S. courts. The hearings have arisen due to the insolvency of a swap counterparty and have considered whether the payment priorities breach the "anti-deprivation" principle under English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency. It was argued that where a secured creditor subordinates itself to the noteholders in the event of its insolvency, that secured creditor effectively deprives its own creditors. In England, the Court of Appeal in Perpetual Trustee Company Limited & Anor v BNY Corporate Trustee Services Limited & Ors (2009) EWCA Civ 1160, dismissed this argument and upheld the validity of similar priorities of payment, stating that the anti-deprivation principle was not breached by such provisions.

The Supreme Court of the United Kingdom in Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc. (2011) UK SC 38 unanimously upheld the decision of the Court of Appeal in dismissing this argument and upholding the validity of similar priorities of payment, stating that, provided that such provisions form part of a commercial transaction entered into in good faith which does not have as its predominant purpose, or one of its main purposes the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions. However, the leading judgements delivered in the Supreme Court referred to the difficulties in establishing the outer limits of the anti-deprivation principle.

In parallel proceedings in New York, Judge Peck of the U.S. Bankruptcy Court for the Southern District of New York granted Lehman Brothers Special Finance Inc's motion for summary judgement on the basis that the effect was that the provisions do infringe the anti-deprivation principle in a U.S. insolvency. Judge Peck acknowledged that this resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". Whilst leave to appeal was granted, the case was settled before an appeal was heard. In a subsequent decision in June 2016, the U.S. Bankruptcy Court for the Southern District of New York did uphold the enforceability of a priority of payments containing a flip clause. It should be noted however that this decision distinguished rather than overruled the earlier judgment.

Given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents include terms providing for the subordination of certain payments under the Swap Agreement, there is a risk that the outcome of any similar disputes in a relevant jurisdiction may adversely affect the Issuer's ability to make payments on the Class A Notes and/or the market value of the Class A Notes and result in negative rating pressure in respect of the Class A Notes. If any rating assigned to any of the Class A Notes is lowered, the market value of such Class A Notes may reduce.

10. **Conflicts of Interest**

(a) In connection with the Transaction, (i) the Seller will also act as the Servicer, the Subordinated Lender and Class B Note Purchaser, (ii) the Account Bank will also act as the Interest Determination Agent, the Paying Agent and the Registrar, and (iii) the Corporate Services Provider will also act as the Back-Up Servicer Facilitator.

(b) These Transaction Parties will have only those duties and responsibilities agreed to in the relevant Transaction Documents, and will not, by virtue of their or any of their Affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than those provided in the Transaction Documents to which they are a party. To the best knowledge and belief of the Issuer, these are the sole relevant conflicts of interest of the Transaction Parties. However, all Transaction Parties may enter into other business dealings with each other from which they may derive revenues and profits without any duty to account therefor in connection with this Transaction.

(c) The Seller as Servicer may hold and/or service claims against the Lessees other than the Receivables. The interests or obligations of the Servicer in its respective capacities with respect to such other claims may in certain aspects conflict with the interests of the Noteholders.

(d) This conflict of interest, however, is mitigated in part by the fact that the Seller is entitled to the Excess Value which is paid junior to the Notes in accordance with the applicable Priority of Payments. In addition, under the Receivables Purchase and Servicing Agreement, the Seller as Servicer is under the obligation, when performing its services, to always act with the Standard of Care to act in accordance with the Credit and Collection Policy.

(e) Each Transaction Party may engage in commercial relationships with the Lessees, the Seller, the Servicer, the Issuer, other parties to this Transaction and other third parties. In such relationships, such Transaction Parties are not obliged to take into account the interests of the Noteholders. Accordingly, potential conflicts of interest may arise in respect of this Transaction.

11. **Realisation of Security**

The ability of the Issuer to redeem all the Notes in full and to pay all amounts due to the Noteholders, including after the occurrence of an Enforcement Event, will depend upon whether the Portfolio can be realised in an amount which is sufficient to redeem the Notes and to satisfy claims ranking in priority to the Notes in accordance with the applicable Priority of Payments. There is not at present an active and liquid secondary market for lease receivables with characteristics similar to assets forming part of the Portfolio. Therefore, it may not be possible for the Issuer or, as the case may be, the Trustee or a receiver appointed to the Issuer to realise the Portfolio on appropriate terms should such a course of action be required.

12. **Limitation of Secondary Market Liquidity and Market Value of Notes**

Although application has been made to admit the Class A Notes to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange and to list the Class A Notes on the official list of the Luxembourg Stock Exchange, there can be no assurance that a liquid secondary market for the Class A Notes will develop or, if it develops, that it provides sufficient liquidity, or that it will continue for the whole life of the Class A Notes.

Limited liquidity in the secondary market for asset-backed securities has had a serious adverse effect on the market value of asset-backed securities. Limited liquidity in the secondary market may continue

to have a serious adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors.

In addition, prospective investors should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), the market values of the Class A Notes may fluctuate with changes in market conditions. Any such fluctuation may be significant and could result in significant losses to investors in the Class A Notes. Consequently, any sale of Class A Notes by the Class A Noteholders in any secondary market transaction may be at a discount to the original purchase price of such Class A Notes. Accordingly, investors should be prepared to remain invested in the Class A Notes until the Final Maturity Date.

13. **Economic Conditions in the Eurozone**

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns), despite easing in some Member States, remain relevant throughout the Eurozone. In particular, concerns have been raised with respect to continuing economic, monetary and political conditions in the Eurozone. If such concerns do not ease further and/or such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more Member States or institutions and/or any changes to, including any break up of, the Eurozone), then these matters or uncertainty regarding the constitutional change in the UK or any other Member State may cause further severe stress in the financial system generally and/or may adversely affect the Issuer, one or more of the other parties to the Transaction Documents (including the Seller, the Servicer, the Cash Administrator, the Data Trustee, the Trustee, the Subordinated Lender, the Paying Agent, the Interest Determination Agent, the Swap Counterparty, the Account Bank and the Back-Up Servicer Facilitator). Given the current uncertainty and the range of possible outcomes, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Class A Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

14. **Possible Exit of the UK from the European Union**

On 23 June 2016, the United Kingdom (the "**UK**") voted to leave the European Union (the "**EU**") in a referendum (the "**Brexit Vote**") and, on 29 March 2017, the UK formal notice (the "**Article 50 Notice**") under article 50 of the EC Treaty (the "**Article 50**") of its intention to leave the EU. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the EU (the "**Article 50 Withdrawal Agreement**"). As part of those negotiations, a transitional period has been agreed in principle which would extend the application of EU law, and provide for continuing access to the EU single market, until the end of 2020.

The Article 50 Withdrawal Agreement has not been finalised and ratified by the UK and the EU by 29 March 2019 deadline. The period provided for in Article 50 has then been extended until 12 April 2019. On 11 April 2019, the European Council adopted Decision (EU) 2019/58, to extend the period provided for in article 50(3) of the EC Treaty in agreement with the UK. This extension will be until 31 October 2019 at 11.00 p.m. unless the Article 50 Withdrawal Agreement is ratified and comes into force before this date, in which case the extension would be terminated early. This decision will cease to apply on 31 May 2019 in the event that the UK has not held elections to the European Parliament in accordance with applicable EU law and has not ratified the Article 50 Withdrawal Agreement by 22 May 2019. The UK agreed to this decision by a letter dated 11 April 2019 from the Permanent Representative of the UK to the EU. This means the UK remains a Member State until 31 October 2019 regardless of the passage of UK legislation. However, to bring domestic law in line with the agreement at the international level, and thus avoid uncertainty, the European Union (Withdrawal) Act 2018 (Exit Day) (Amendment) (No. 2) Regulations 2019 (2019 No. 859) were made on 11 April 2019. These Regulations amend the definition of "exit day" in section 20(1) of the European Union (Withdrawal) Act from 12 April 2019 at 11.00 p.m. to 31 October 2019 at 11.00 p.m. (subject as described above).

Whilst continuing to negotiate the Article 50 Withdrawal Agreement, the UK Government has therefore commenced preparations for a 'hard' Brexit or 'no-deal' Brexit to minimise the risks for firms

and businesses associated with an exit with no transitional agreement. This has included publishing draft secondary legislation under powers provided in the EU (Withdrawal) Act 2018 to ensure that there is a functioning statute book on 13 April 2019. The European authorities have not provided UK firms and businesses with similar assurances in preparation for a 'hard' Brexit.

Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure of the future relationship, the precise impact on the business of the Issuer or one or more of the other parties to the Transaction Documents, currency exchange rates, credit ratings, or of the transactions contemplated by the Transaction Documents under EU regulation or more generally is difficult to determine. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

15. Rating of the Class A Notes

The ratings assigned to the Class A Notes by the Rating Agencies take into consideration the structural, tax and legal aspects associated with the Class A Notes and the Portfolio, the extent to which the Lessees' payments under the Purchased Receivables are adequate to make the payments required under the Class A Notes, as well as other relevant features of the structure, including, *inter alia*, the credit quality of the Swap Counterparty, the Account Bank and the Servicer.

The rating of the Class A Notes by the Rating Agencies addresses the timely payment of interest and the ultimate payment of principal on such Class A Notes. Other non-credit risks have not been addressed, but may have a significant effect on yield to investors.

The Issuer has not requested a rating of the Class A Notes by any rating agency other than the Rating Agencies. However, rating organisations other than the Rating Agencies may seek to rate the Class A Notes and, if such "shadow ratings" or "unsolicited ratings" are lower than the comparable ratings assigned to the Class A Notes by the Rating Agencies, such shadow or unsolicited ratings could have an adverse effect on the value of the Class A Notes. Future events could also have an adverse effect on the rating of the Class A Notes, as could any change in the methodology of the relevant Rating Agencies.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the Rating Agencies. The ratings assigned to the Class A Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that the ratings will continue for any period of time or that they will not be lowered, reviewed, suspended or withdrawn by the Rating Agencies. If the initial ratings assigned to the Class A Notes are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement to the Class A Notes.

Credit rating agencies ("**CRA**") review their rating methodologies on an ongoing basis, also taking into account recent legal and regulatory developments and there is a risk that changes to such methodologies would adversely affect credit ratings of the Class A Notes even where there has been no deterioration in respect of the criteria which were taken into account when such ratings were first issued.

Rating agencies and their ratings are subject to Regulation 1060/2009/EC of the European Parliament and the Council of 16 September 2009 on credit rating agencies, as amended pursuant to Regulation 513/2011/EU of the European Parliament and the Council of 11 May 2011 and to Regulation 462/2013/EU of the European Parliament and of the Council of 31 May 2013 ("**CRA Regulation**") providing, *inter alia*, for requirements as regards the use of ratings for regulatory purposes of banks, insurance companies, reinsurance undertakings, UCITS and institutions for occupational retirement provision, the avoidance of conflict of interests, the monitoring of the ratings, the registration of rating agencies and the withdrawal of such registration as well as the supervision of rating agencies. If a registration of a rating agency is withdrawn, ratings issued by such rating agency may not be used for regulatory purposes.

On 31 May 2013, the finalised text of Regulation (EU) No 462/2013 ("**CRA3**") of the European Parliament and of the European Council amending Regulation (EC) No 1060/2009 ("**CRA**") on credit rating agencies was published in the Official Journal of the European Union. The majority of CRA3

became effective on 20 June 2013 (the "**CRA3 Effective Date**") although certain provisions only apply since 1 June 2018, 21 June 2014 as regards any shareholder and 21 June 2015 (as applicable). CRA3 amends the CRA Regulation and now provides, *inter alia*, for requirements as regards the use of ratings for regulatory purposes also for investment firms, management companies, alternative investment fund managers ("**AIFMs**") and central counterparties, the obligation of an investor to make its own credit assessment, the establishment of a European rating platform and civil liability of rating agencies. The requirement under article 8b of CRA3 (as amended) that the issuer, originator and sponsor of structured finance instruments ("**SFI**") established in the European Union must jointly publish certain information about those SFI on a specified website set up by the European Securities and Markets Authority ("**ESMA**"), including information on: the credit quality and performance of the underlying assets of the SFI, the structure of the securitisation transaction, the cash flows and any collateral supporting a securitisation exposure, and any information that is necessary to conduct comprehensive and well-informed stress tests on the cash flows and collateral values supporting the underlying exposures, was repealed with effect from 1 January 2019 under the Securitisation Regulation. The related disclosure requirements can now be found in article 7 of the Securitisation Regulation. In this context, please refer to Risk Factor no. 22 (EU Transparency Requirements) and "THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS".

CRA3 has also introduced a requirement that where an issuer or related third parties (which term includes sponsors and originators) intends to solicit a credit rating of a structured finance instrument, it will appoint at least two credit rating agencies to provide ratings independently of each other; and should, among those, consider appointing at least one rating agency having not more than a 10 per cent. total market share (as measured in accordance with article 8d(3) of the CRA (as amended by CRA3)) (a small CRA), provided that a small CRA is capable of rating the relevant issuance or entity. In order to give effect to those provisions of article 8d of CRA3, the ESMA is required to annually publish a list of registered CRAs, their total market share, and the types of credit rating they issue. The Issuer has appointed Fitch and S&P, each of which is established in the EEA and is registered under the CRA and is listed in the latest update of the list of registered credit rating agencies as of 10 July 2015 published on the website of the European Securities and Markets Authority. Where the issuer or a related third party does not appoint at least one credit rating agency with no more than 10 per cent. market share, this must be documented. Fitch and S&P have been engaged to rate the Class A Notes and this decision has been documented. As there is no guidance on the requirements for any such documentation there remains some uncertainty whether the Issuer's documentation efforts will be considered sufficient for these purposes and what the consequences of any non-compliance may be for investors in the Class A Notes.

Class A Noteholders should consult their own professional advisers to assess the effects of such EU regulations on their investment in the Class A Notes.

16. Responsibility of Prospective Investors

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

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

17. Change of Law

The structure of the issue of the Class A Notes and the Transaction is based on German, English, Irish and Luxembourg law (including tax law) in effect as of the date of this Prospectus. No assurance can

be given as to the impact of any possible judicial decisions or changes to any relevant law, the interpretation thereof or administrative practice after the date of this Prospectus.

18. Risks from reliance on certification "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" by True Sale International GmbH

Since 2010 True Sale International GmbH ("**TSI**") grants a registered certification label "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" if a special purpose vehicle complies with certain TSI conditions. These conditions are intended to contribute that securitisations involving a special purpose vehicle which is domiciled within the European Union adhere to certain quality standards. The TSI conditions have been updated in the past from time to time, and in the context of the recent Securitisation Regulation (Regulation (EU) 2017/2402), TSI has made a further update to the TSI conditions in order to reflect quality standards that have also been incorporated into the STS requirements, based on TSI's interpretation of the Securitisation Regulation. However, it should be noted that the TSI certification does **not** constitute a verification according to article 28 of the Securitisation Regulation, neither has TSI checked and verified the Seller's statements. The label "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" thus indicates that standards based on the conditions established by TSI have been met. Nonetheless, the TSI certification is not a recommendation to buy, sell or hold securities. Certification is granted on the basis of the Seller's or Issuer's declaration of undertaking to comply with the main quality criteria of the "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" label throughout the duration of the transaction. The certification does not represent any assessment of the expected performance of the lease portfolio or the Class A Notes.

(For a more detailed explanation see "CERTIFICATION BY TSI" below.)

TSI has carried out no other investigations or surveys in respect of the Issuer or the Class A Notes 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.

Investors should therefore not evaluate their investments in the Class A Notes on the basis of this certification.

19. Basel Capital Accord, Regulatory Capital Requirements

The regulatory capital framework published by the Basel Committee on Banking Supervision (the "**Basel Committee**") in 2006 ("**Basel II**") has not been fully implemented in all participating countries. The implementation of Basel II in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow Basel II.

The Basel Committee has approved significant changes to Basel II (such changes being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "**Liquidity Coverage Ratio**" ("**LCR**") and the "**Net Stable Funding Ratio**").

The European authorities have introduced Basel III into European law through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (Capital Requirements Directive "**CRD IV**") and the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (Capital Requirements Regulation "**CRR**"), together known as the "**CRD IV Regime**". CRD IV had to be implemented by the Member States by 31 December 2014 and the CRR (which has immediate and direct effect and does not require to be implemented into national law) entered into force (with the exception of some provisions) on 1 January 2014. The CRR has been amended in 2017 by the Regulation (EU) 2017/2401 of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms (the "**CRR Amending Regulation**", see "RISK FACTOR — Risks relating to the Class A Notes —

Securitisation Regulation, EU Risk Retention and Simple, Transparent and Standardised Securitisations" for further details).

Member States were required to implement the new Liquidity Coverage Ratio from January 2015 and the Net Stable Funding Ratio from January 2018. In January 2015, the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 regarding the liquidity coverage requirements was published in the Official Journal of the European Union ("**LCR Delegated Regulation**"). The Liquidity Coverage Ratio under the LCR Delegated Regulation applies as from 1 October 2015. The LCR Delegated Regulation specifies that the minimum requirement will begin at 60 per cent., rising in equal annual steps of 10 percentage points to reach 100 per cent. since 1 January 2019. The LCR Delegated Regulation also sets out requirements for so-called "Level 2B Assets" as set forth in article 13 of the LCR Delegated Regulation. However, with respect to the Notes, there can be no assurance that such requirements will be met at all times or will be accepted by the competent authorities to have been fulfilled for the purposes set forth in the LCR Regulation and, accordingly, investors are required to independently assess and determine the suitability of their investment in the Notes for their respective purpose. On 30 October 2018, Delegated Regulation (EU) 2018/1620 amending the LCR Regulation (the "**LCR Amending Delegated Regulation**") was published in the Official Journal of the European Union and subsequently entered into force on 19 November 2018. Pursuant to LCR Amending Delegated Regulation, *inter alia*, (i) the calculation of the expected liquidity outflows and inflows on repurchase agreements, reverse repurchase agreements and collateral swaps shall be aligned with the international liquidity standard developed by Basel Committee on Banking Supervision, (ii) the treatment of certain reserves held with third-country central banks shall be amended and (iii) transactions exposures of securitisations, which qualify as simple, transparent and standardised securitisations in accordance with the Securitisation Regulation, shall qualify as Level 2B high quality liquid assets, if they additionally fulfil the conditions laid down in article 13 of the LCR Regulation. The LCR Amending Delegated Regulation will apply as from 30 April 2020.

On 7 December 2017, the Basel Committee's oversight body, the Group of Central Bank Governors and Heads of Supervision, endorsed the outstanding Basel III regulatory reforms which are commonly referred to as "Basel IV". The document concludes the proposals and consultations on-going since 2014 in relation to credit risk, credit value adjustment ("**CVA**") risk, operational risk, output floors and leverage ratio. The key objective of the revisions is to reduce excessive variability of risk-weighted assets (RWAs). The reforms include the following elements: revised standardised approach for credit risk, which will improve the robustness and risk- sensitivity of the existing approach, revisions to the internal ratings-based approach for credit risk, where the use of the most advanced internally modelled approaches for low-default portfolios will be limited, revisions to the CVA framework, including the removal of the internally modelled approach and the introduction of a revised standardised approach for operational risk, which will replace the existing standardised approaches and the advanced measurement approaches. The implementation date is 1 January 2022, with the output floor phased from 1 January 2022 to 1 January 2027.

On 4 December 2018, the European Parliament published a press release announcing that it reached provisional political agreement with the Council of the European Union on the proposed revisions to the CRR (these revisions referred to as CRR II) and to the (these revisions referred to as CRD V). Among others, the negotiators agreed to a binding 3 per cent. leverage ratio and an additional 50 per cent. buffer for global systemically important institutions (GSIIs). They also refined Net Stable Funding Ratio, rules for ascertaining whether an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions.

The CRR, the CRR II, the CRD IV and the CRD V as well as any implementing legislation or (as the case may be) the Basel II, the Basel III or the Basel IV framework and its amendments could affect the risk-based capital treatment of the Notes for investors which are subject to bank capital adequacy requirements under the CRR, the CRR II and relevant national legislation implementing the CRD IV or the CRD V and/or requirements that follow or are based on the Basel II, the Basel III or the Basel IV framework. It is reasonable to expect further amendments to Basel framework and the CRD IV Regime in the near and medium term future, and there is no assurance that the regulatory capital treatment of the Notes for investors (including the regulatory treatment of the self-retention) will not be affected by any future change to the Basel framework or the CRD IV Regime. Neither the Issuer, the Joint Lead Managers, the Manager, the Arranger nor the Trustees are responsible for informing Noteholders of the effects on the changes to risk-weighting of the Notes which amongst others may result from the

adoption by their own regulator of the Basel framework or the CRD IV Regime (whether or not in its current form or otherwise).

20. Securitisation Regulation, EU Risk Retention and Simple, Transparent and Standardised Securitisations

As part of the capital markets union action plan announced in September 2015, the European Commission proposed an overhaul of the rules applicable to securitisation transactions in Europe. The proposals were set out in two draft Regulations: the first providing for a uniform set of rules applying to the securitisation market in the EU, Regulation (EU 2017/2402) (the "**Securitisation Regulation**"), and the second amending the prudential securitisation framework for banks and investment firms in the CRR by the CRR Amending Regulation. These two Regulations were published in the Official Journal of the European Union on 28 December 2017 and came into force on 17 January 2018. They apply, subject to transitional provisions, from 1 January 2019. The European Banking Authority ("**EBA**") and the European Securities and Markets Authority ("**ESMA**") are in the process of developing regulatory technical standards which aim at clarifying certain requirements under the Securitisation Regulation.

The Securitisation Regulation applies to certain parties (including sponsors, original lenders, originators and securitisation special purpose entities ("**SSPEs**") (each as defined in article 2 of the Securitisation Regulation)) involved in the establishment of EU regulated securitisations, the securities of which are issued on or after 1 January 2019, and to certain institutional investors therein. Among other things, the Securitisation Regulation includes provisions harmonising and replacing the risk retention and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to such investors, e.g. article 5. In addition, the Securitisation Regulation sets out the new criteria and framework for so-called "simple, transparent and standardised" ("**STS**") securitisation transactions. STS securitisation transactions will receive preferential capital treatment and benefit from other regulatory advantages, such as a proposed exemption from clearing and a proposed relaxation of margining rules for derivatives entered by a securitisation special purpose entity.

There are material differences between the regulatory rules which applied to securitisations prior to 1 January 2019 and the regime which now applies pursuant to the Securitisation Regulation. Notably, the Securitisation Regulation imposes requirements on a wide range of institutional investors (as defined under the regulation), which includes categories of investors which were not subject to such prior requirements. Investors should therefore make themselves aware of the Securitisation Regulation requirements (and any corresponding implementing rules of their regulator) and the extent to which such requirements are applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

Investors should note that, unlike the previous regime, in addition to requirements which apply to investors (as to which see further below), the Securitisation Regulation places a direct requirement on originators, sponsors, original lenders and SSPEs established in the EU to, amongst other things, (i) in respect of originators, sponsors and original lenders only, retain on an on-going basis a material net economic interest in the securitisation of not less than 5 per cent. (article 6) and (ii) make certain information available to holders of a securitisation position, competent authorities and (upon request) potential investors in accordance with the transparency requirements set out therein (article 7). The Securitisation Regulation also places requirements on an institutional investor intending to invest in an EU regulated securitisation to, amongst other things, (i) be able to demonstrate that such investor has carried out a due-diligence assessment in respect of various matters including the risk characteristics of the individual securitisation and its underlying exposures, (ii) verify that the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a material net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures, (iii) verify, where applicable, certain matters relating to the granting of credits giving rise to the underlying exposures by the originator or original lender and (iv) verify that the originator, sponsor or SSPE has, where applicable, made available to the investor certain information in accordance with the transparency requirements therein. An institutional investor is also subject to various requirements under the Securitisation Regulation relating to procedures and other matters related to the monitoring of such investment. Please see "RISK FACTORS —Risks relating to the Class A Notes — EU Transparency Requirements". Also, on 1 June 2018, the European Commission published a Delegated Regulation it has adopted, which amends

Regulation (EU) 2015/35 of 10 October 2014 as regards the calculation of regulatory capital requirements for securitisations and STS securitisations held by insurers and reinsurers.

The CRR Amending Regulation replaces the existing securitisation capital framework in Chapter 5 of Title II, Part Three of CRR in its entirety, with effect from 1 January 2019, except that certain provisions may continue to apply for a certain grace period thereafter. The CRR Amending Regulation applies to banks and investment firms who are required to calculate capital charges on securitisation positions, whether as originator, sponsor, or investor, and also in the role of transaction parties who assume credit risk on securitised exposures (such as certain liquidity facility and credit support or swap providers). It does not apply to other regulated entities. The CRR Amending Regulation implements changes to the CRR on the basis of the revised securitisation framework developed by the Basel Committee. The changes include, amongst other things, (i) a revised hierarchy of approaches of risk evaluation and capital assignment applicable to certain types of securitisation exposures, (ii) revised ratings based approach and modified supervisory formula approach incorporating additional risk drivers (such as maturity), which are intended to create a more risk-sensitive and prudent calibration, and (iii) new approaches, such as a simplified supervisory approach and different applications of the concentration ratio based approach. STS securitisations will qualify for favourable capital treatment only if they meet additional requirements on top of those set out in the Securitisation Regulation.

Under article 6 of the Securitisation Regulation, the originator, sponsor or original lender of a securitisation shall retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent. Deutsche Leasing Sparkassen AG & Co. KG acts as "originator" within the meaning of article 6 of the Securitisation Regulation and has agreed to retain the material net economic interest. The material net economic interest is not subject to any credit-risk mitigation or hedging. Pursuant to article 6 paragraph (3)(d) of the Securitisation Regulation, a net economic interest may be retained by way of retention of the first loss tranche and, where such retention does not amount to 5 per cent. of the nominal value of the securitised exposures, if necessary, by way of retention of other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total not less than 5 per cent. of the nominal value of the securitised exposures.

The Seller will purchase and acquire the Class B Note from the Issuer. Pursuant to any Priority of Payments, any payments due under the Subordinated Loan Agreement are subordinated to payments due under the Notes. Prior to the full redemption of all Class A Notes, no outstanding principal amount under the Subordinated Loan will be repaid in accordance with the applicable Priority of Payments with the effect that prior to the redemption of all Class A Notes in full, the sum of the aggregate outstanding principal amount of the Subordinated Loan and the aggregate principal amount of the Class B Note will as of any date until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date equal at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Purchased Receivables). Pursuant to the Note Purchase Agreement, the Class B Note Purchaser undertakes (i) to purchase and retain the Class B Note and not to sell and/or transfer it (whether in full or in part) to any third party until the earlier of (y) the redemption of the Class A Notes in full and (z) the Final Maturity Date, and (ii), in its capacity as Subordinated Lender, to grant and keep outstanding the Subordinated Loan and not to sell and/or transfer and/or hedge the Subordinated Loan (whether in full or in part) until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date.

Article 6 of the Securitisation Regulation applies in respect of the Class A Notes, so investors which should therefore make themselves aware of such requirements (and any corresponding implementing rules) of the Securitisation Regulation applicable to them and should be aware that a failure to comply with applicable provisions may result in administrative penalties, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

Certain aspects of the Securitisation Regulation and what is required to demonstrate compliance to national regulators remain unclear. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory capital charges for non-compliance with the above requirements should seek guidance from their regulator.

Article 6 of the Securitisation Regulation and any changes to the regulation or regulatory treatment of the Class A Notes for some or all investors may negatively impact the regulatory position of individual

investors and, in addition, have a negative impact on the price and liquidity of the Class A Notes in the secondary market.

Although the Transaction has been structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in articles 20, 21 and 22 of the Securitisation Regulation and has been certified as such by STS Verification International GmbH no guarantee can be given that the Transaction maintains this status throughout its lifetime. Non-compliance with such status may result in higher capital requirements for investors as an investment in the Class A Notes would not benefit from articles 260, 262 and 264 of the CRR. Furthermore, failure to comply with one or more of the requirements described above may result in various administrative sanctions or remedial measures being imposed on the relevant investor, originator, sponsor, lender and/or SSPE (as applicable), which may be payable or reimbursable by the Issuer as Administrative Expenses to the extent such sanctions or measures are in the form of pecuniary sanctions imposed on the Issuer or the "originator" within the meaning of the Securitisation Regulation. The rules establishing sanctions are to be set by the individual member states of the European Economic Area in accordance with the framework set out in the Securitisation Regulation. Among other things, this framework allows for criminal sanctions and specifies maximum fines of at least EUR 5,000,000 (or equivalent) or of up to 10 per cent. of total annual net turnover, or (even if that is higher than the other maximum levels stated) at least twice the amount of the benefit derived from the infringement. Investors should note that there may be variance requirements of the Securitisation Regulation and in the manner the same are applied by the competent authorities designated by each Member State.

To ensure that this Transaction will comply with future changes or requirements under or in connection with the Securitisation Regulation and the CRR Amending Regulation, the Trustee and the Issuer are entitled to change the Transaction Documents as well as the Terms and Conditions, in accordance with amendment provisions in the Transaction Documents and the Terms and Conditions, to comply with such requirements without the consent of any other Transaction Party, in particular without the consent of the Noteholders.

As at the date of this Prospectus, the technical standards which are expected to provide more granular guidance on the application of the provisions of the Securitisation Regulation to the transaction are still in the process of being finalised. Without limiting the foregoing, investors should be aware that at this time, there is limited binding guidance relating to the satisfaction of the Securitisation Regulation requirements. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remains unclear, particularly in respect of article 7 of the Securitisation Regulation, as to which see "RISK FACTORS —Risks relating to the Class A Notes — EU Transparency Requirements". Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Class A Notes. The imposition of sanctions or remedial measures on the Issuer may directly and adversely affect the amounts payable under the Notes and otherwise affect the performance of the Issuer's obligations. The imposition of sanctions or remedial measures on Deutsche Sparkassen Leasing AG & Co. KG as "originator" may adversely affect the Seller's, the Servicer's, the Subordinated Lender's and the Class B Note Purchaser's performance of its ongoing obligations under the Transaction Documents and consequently may adversely affect the sums payable under the Notes. The matters described in this section may also have a negative impact on the price and liquidity of Class A Notes in the secondary market.

Each prospective investor in the Class A Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this Transaction is sufficient to comply with the Securitisation Regulation. Notwithstanding anything in this Prospectus to the contrary, none of the Issuer, Seller, the Servicer, the Subordinated Lender, the Class B Note Purchaser, the Arranger, the Managers, the Agents, the Trustee, the Data Trustee, the Corporate Services Provider or their respective Affiliates nor any other person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes, and the transactions described herein are compliant with the requirements described above or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy or otherwise comply with the requirements of the Securitisation Regulation, the implementing provisions in respect of the Securitisation Regulation in their relevant jurisdiction or any other applicable legal,

regulatory or other requirements. Each prospective investor in the Class A Notes which is subject to the Securitisation Regulation should consult with its own legal, accounting and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of the Securitisation Regulation or similar requirements of which it is uncertain. Prospective investors should therefore make themselves aware of the requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Class A Notes.

The Securitisation Regulation and any other changes in the law or regulation, the interpretation or application of any or regulation or changes in the regulatory capital treatment of the Class A Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Class A Notes in the secondary market. Without limitation to the foregoing, no assurance can be given that the requirements of the Securitisation Regulation or the interpretation or application thereof, will not change (whether as a result of the legislative proposals put forward by the European Commission or otherwise), and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Class A Notes.

See further "RISK FACTORS —Risks relating to the Class A Notes — EU Transparency Requirements" and "THE EU RETENTION AND DISCLOSURE REQUIREMENTS" below.

21. **U.S. Risk Retention**

The final rules promulgated under section 15(G) of the U.S. Securities Exchange Act of 1934, as amended, codified as Regulation RR 17 C.F.R. Part 246 (the "**U.S. Risk Retention Rules**"), came into effect with respect to all asset classes on 24 December 2016 and require the "sponsor" of a "securitisation transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined under the U.S. Risk Retention Rules, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

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

Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" under Regulation S under the Securities Act, and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules. The definition of "U.S. person" in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (a)(ii) and (a)(viii), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" (and "Risk Retention U.S. Person" in this Prospectus) means

(a) any of the following:

(i) any natural person resident in the United States;

(ii) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States;

(iii) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(iv) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(v) any agency or branch of a foreign entity located in the United States;

(vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(viii) any partnership, corporation, limited liability company, or other organisation or entity if:

(A) organised or incorporated under the laws of any foreign jurisdiction; and

(B) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act; and

(b) "U.S. person(s)" does not include:

(i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person not constituting a U.S. person (as defined in paragraph (a) of this section) by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States;

(ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person (as defined in paragraph (a) of this section) if:

(A) an executor or administrator of the estate who is not a U.S. person (as defined in paragraph (a) of this section) has sole or shared investment discretion with respect to the assets of the estate; and

(B) the estate is governed by foreign law;

(iii) any trust of which any professional fiduciary acting as trustee is a U.S. person (as defined in paragraph (a) of this section), if a trustee who is not a U.S. person (as defined in paragraph (a) of this section) has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person (as defined in paragraph (a) of this section);

(iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(v) any agency or branch of a U.S. person (as defined in paragraph (a) of this section) located outside the United States if:

(A) the agency or branch operates for valid business reasons; and

(B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;

(vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.

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

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

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

22. EU Transparency Requirements

Article 7 of the Securitisation Regulation contains transparency requirements that require the originator, sponsor and securitisation special purpose entities ("**SSPEs**") (each as defined in article 2 of the Securitisation Regulation) of a securitisation to make certain prescribed information relating to the securitisation available to investors, to competent authorities and, upon request, to potential investors (the "**Relevant Recipients**").

Required Disclosure

The Servicer, acting on behalf of the Issuer and on the instructions of the Issuer, shall make the documentation (as provided to the Servicer by or on behalf of the Issuer) referred to in article 7 of the Securitisation Regulation available to the Relevant Recipients before pricing of the Class A Notes on the website of the of the European Data Warehouse (www.eurodw.eu).

Article 7 of the Securitisation Regulation also includes ongoing reporting obligations to be undertaken by the originator, sponsor and SSPE of a securitisation. This includes quarterly portfolio level disclosure pursuant to article 7(1)(a) of the Securitisation Regulation, quarterly investor reports containing certain information prescribed by article 7(1)(e) of the Securitisation Regulation (together the "**Transparency Reports**"), any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (the "**Inside Information**") and any significant events in relation to the securitisation (the "**Significant Events**").

The Transparency Reports are to be made available simultaneously, with the first publication within three months of the Closing Date. Thereafter, the Transparency Reports are to be made available on a quarterly basis within one month of each Payment Date (or following the occurrence of a Frequency Switch Event, not less than three months after the most recent publication). Any Inside Information and the notification of any Significant Event is required to be made available without delay.

On 22 August 2018, ESMA published its final report (the "**Final Report**") on the technical standards on the disclosure requirements under the Securitisation Regulation. The Final Report follows on from ESMA's consultation paper dated 19 December 2017 and consists of draft regulatory technical standards and draft implementing technical standards, which includes detailed disclosure templates that are required to be completed with respect to the Transparency Reports, Inside Information and Significant Events. The European Commission indicated in a letter dated 30 November 2018 to ESMA published on 18 December 2018 that it will endorse such technical standards only once certain amendments are introduced (the "**2018 Letter**"). On 31 January 2019, ESMA published a document named "Opinion - Amendments to ESMA's draft technical standards on disclosure requirements under the Securitisation Regulation" under which ESMA agrees with the European Commission's amendment requests set out in the 2018 Letter.

On 30 November 2018, ESMA confirmed in a joint statement with the other European Supervisory Authorities (the "**ESAs**") that, as per the grandfathering provisions of the Securitisation Regulation with respect to the reporting obligations, until the regulatory technical standards relating to article 7 of the Securitisation Regulation (the "**Article 7 RTS**") are adopted by the European Commission, for the purposes of the Transparency Reports, the reporting entity shall make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the "**CRA3 RTS**"). In their current form, the CRA3 RTS only apply to structured finance instruments for which a reporting template has been specified. ANNEX VII CRA3 RTS sets out the reporting template for structured finance instruments backed by leases to individuals or businesses. Until the Article 7 RTS are adopted and implemented (such date of implementation, the "**Securitisation Regulation Reporting Effective Date**"), the information regarding the underlying exposures will be provided prior to the Securitisation Regulation Reporting Effective Date in the Investor Report which - in the Issuer's view - is in line with the level of information typically provided to noteholders of European structured finance instruments backed by leases in the period immediately prior to 1 January 2019. In relation to Investor Reports prior to the Securitisation Regulation Reporting Effective Date, the CRA3 RTS does not provide a template but rather a list of types of information to be covered. The Issuer intends the Investor Report to include information of the types so listed.

It should be noted that in the joint statement referred to in the paragraph above, the ESAs stated that they expect competent authorities to generally apply their supervisory powers in their day-to-day supervision and enforcement of applicable legislation in a proportionate and risk-based manner. This approach entails that competent authorities can, when examining reporting entities' compliance with the disclosure requirements of the Securitisation Regulation take into account the type and extent of information already being disclosed by reporting entities. This approach does not entail general forbearance, but a case-by-case assessment by the competent authorities of the degree of compliance with the Securitisation Regulation.

Having regard to the ESAs' statement, while the Issuer believes that by the approach described above the Issuer is taking reasonable steps to comply with the transitional provisions, no assurance can be given as to how such approach will be viewed by the ESAs or any competent authority.

The transaction described herein will have to comply with the reporting obligations relating to the Transparency Reports from the Securitisation Regulation Reporting Effective Date. Since there remains significant uncertainty as to the form in which Article 7 RTS will be adopted, it is not clear as to what will be required for compliance. Clarification is being sought by industry participants on these matters. While ESMA has recommended to the European Commission that a transition period of 15-18 months be granted for the implementation of the disclosure requirements, at present there is no indication that such a transition period will be granted.

It should be noted that the Issuer may incur additional costs and expenses in seeking to comply with such disclosure obligations and certain amendments may be required in relation to the Transaction Documents. Such costs and expenses would be payable by the Issuer as Administrative Expenses.

In addition, investors and Class A Noteholders should be aware of article 5 of the Securitisation Regulation which, among others, requires institutional investor prior to holding a securitisation position to verify that the originator, sponsor or original lender retains on an ongoing basis a material net economic interest in accordance with article 6 of the Securitisation Regulation and the risk retention is disclosed to the institutional investor in accordance with article 7 of the Securitisation Regulation. With a view to support compliance with article 5 of the Securitisation Regulation, the Servicer (on behalf the Issuer) will, on a monthly basis after the Closing Date, provide certain information to investors in the form of the Transparency Reports including data with regard to the Purchased Receivables and an overview of the retention of the material net economic interest. To the extent no securitisation repository is registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make such information required by the Securitisation Regulation available on the website of the of the European Data Warehouse (www.eurodw.eu) which, for the avoidance of doubt, will comply with the EU Transparency Requirements. If such securitisation repository should be registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make the information available to such securitisation repository.

Each prospective investor and Class A Noteholder is required to independently assess and determine the sufficiency of the information described in the preceding paragraphs for the purposes of complying with article 5 of the Securitisation Regulation, and none of the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Managers or the Arranger gives any representation or assurance that such information is sufficient for such purposes. In addition, if and to the extent the Securitisation Regulation or any similar requirements are relevant to any prospective investor and Class A Noteholder, such investor and Class A Noteholder should ensure that it complies with the Securitisation Regulation or such other applicable requirements (as relevant). Investors who are uncertain as to the requirements which apply to them in any relevant jurisdiction should seek guidance from the competent regulator.

Article 5 of the Securitisation Regulation applies in respect of the Class A Notes, so investors should therefore make themselves aware of such requirements (and any corresponding implementing rules) of the Securitisation Regulation applicable to them and should be aware that a failure to comply with applicable provisions may result in administrative penalties, in addition to any other regulatory requirements applicable to them with respect to their investment in the Class A Notes.

Certain aspects of the Securitisation Regulation and what is required to demonstrate compliance to national regulators remain unclear. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory capital charges for non-compliance with the above requirements should seek guidance from their regulator.

Article 5 of the Securitisation Regulation and any changes to the regulation or regulatory treatment of the Class A Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Class A Notes in the secondary market.

Reporting Entity

Pursuant to article 7(2) of the Securitisation Regulation, the originator, sponsor and SSPE (each as defined in article 2 of the Securitisation Regulation) must designate amongst themselves one entity to fulfil the disclosure requirements (the "**Reporting Entity**"). The Issuer agreed, pursuant to the Receivables Purchase and Servicing Agreement, to act as the Reporting Entity for the Transaction.

Under the Receivables Purchase and Servicing Agreement, the Servicer agreed to prepare the information required pursuant to article 7(2) of the Securitisation Regulation for the Issuer. Any failure by the Issuer and the Servicer to fulfil such obligations may cause the transaction to be non-compliant with the Securitisation Regulation.

For the avoidance of doubt, the designation of the entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of article 7 of the Securitisation Regulation by the originator, sponsor and SSPE under article 7(2) of the Securitisation Regulation, does not release the originator and the sponsor from their responsibility for compliance with article 7 of the Securitisation Regulation (cf. article 22(5) of the Securitisation Regulation).

As of the date of this Prospectus, it is not clear what form the final version of the Article 7 RTS will take or whether or not the Issuer will be able to comply with the requirements therein. If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. The Issuer may be subject to administrative sanctions in the case of negligence or intentional infringement of the EU Transparency Requirements, as described under "RISK FACTORS — Risks relating to the Class A Notes — Securitisation Regulation and Simple, Transparent and Standardised Securitisations" above. Any such pecuniary sanctions levied on the Issuer may materially adversely affect the Issuer's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Servicer may materially adversely affect the ability of the Servicer to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

See further "RISK FACTORS — Risks relating to the Class A Notes — Securitisation Regulation and Simple, Transparent and Standardised Securitisations" for certain other information relevant to investors in respect of the Securitisation Regulation.

23. Reliance on Verification "VERIFIED BY SVI" by STS Verification International GmbH

STS Verification International GmbH ("**SVI**") is a service provider based in Frankfurt am Main, Germany, which was authorised to act as third party verification agent pursuant to article 28 of the Securitisation Regulation on 7 March 2019 by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as competent supervisory body. 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 22 of the Securitisation Regulation ("**STS Requirements**"). The Issuer has applied and obtained such a verification for the Transaction by SVI on 15 July 2019.

In accordance with article 27 (2) of the Securitisation Regulation, SVI's verification does not affect the liability of the originator, sponsor or the special purpose vehicle in respect of their legal obligations under the Securitisation Regulation and such verification by SVI does not affect the obligations imposed on institutional investors as set out in article 5 of the Securitisation Regulation. The confirmation by SVI only verifies compliance of the Transaction with the STS Requirements; the confirmation by SVI does not verify the compliance of the Transaction with the general requirements of the Securitisation Regulation at large.

(For a more detailed explanation see "VERIFICATION BY SVI" below.)

A notification is intended to be communicated to ESMA, as regards simple, transparent and standardised securitisation ("**STS**") compliance (the "**STS-Notification**"). The STS-Notification is available for download on ESMA's data base at https://www.esma.europa.eu/sites/default/files/esma33-128-585a_template_interim_solution.xlsx if deemed necessary. The STS notification shall include an explanation by the originator and sponsor of how each of the STS criteria set out in articles 20 to 22 of the Securitisation Regulation has been complied with. It should be noted that the STS status of the Transaction is not static, and investors should verify the current status of the Transaction on ESMA's website.

24. EMIR and MiFID II/MiFIR

The Swap Counterparty has agreed to provide hedging to the Issuer, and investors should be aware that, further to Regulation (EU) n. 648/2012 of the European Parliament and of the Council of 4 July 2012 ("**EMIR**"), the Issuer is subject to certain regulatory requirements including, but not limited to, various compliance requirements for non-cleared "over-the-counter" derivative transactions (known as the 'risk mitigation techniques') and the requirement to report derivative transactions to a trade repository or to the European Securities and Market Authority ("**ESMA**") which may result in future amendments by the Issuer to the Transaction Documents, in particular where Class A Noteholder consent will not be required for such amendments. The 'risk mitigation techniques' include requirements for timely confirmation, portfolio reconciliation, and dispute resolution. From the Closing Date, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main as Swap Counterparty will provide services to the Issuer which are required in order for the Issuer to comply

with its reporting and portfolio reconciliation obligations under EMIR, to the extent that they may be delegated.

On 19 December 2012, the European Commission adopted nine of ESMA's Regulatory Technical Standards (the "**Adopted RTS**") and Implementing Technical Standards (the "**Adopted ITS**") on OTC Derivatives, CCPs and Trade Repositories (the Adopted RTS and Adopted ITS together being the "**Adopted Technical Standards**"), which included technical standards on clearing, reporting and risk mitigation (see further below). The Adopted ITS were published in the Official Journal of the European Union on 21 December 2012 and entered into force on 10 January 2013 (although certain of the provisions thereof will only take effect once the associated regulatory technical standards enter into force). The Adopted RTS were published in the Official Journal of the European Union on 23 February 2013 and entered into force on 15 March 2013. A number of further Regulatory Technical Standards and Implementing Technical Standards, e.g. with respect to clearing obligations for certain OTC derivatives contracts, have subsequently been adopted.

EMIR introduces certain requirements in respect of OTC derivative contracts applying to financial counterparties ("**FCs**"), such as investment firms, credit institutions and insurance companies and certain non-financial counterparties ("**NFCs**"). Such requirements include, amongst other things, the mandatory clearing of certain OTC derivative contracts (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of OTC derivative contracts to a registered or recognised trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements in relation to derivative contracts which are not centrally cleared in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution. EMIR also imposes a record-keeping requirement pursuant to which counterparties must keep record of any derivative contract they have concluded and any modification for at least five years following the termination of the contract. In Germany a law implementing EMIR (*EMIR-Ausführungsgesetz*) has come into force on 16 February 2013. Pursuant to such law, noncompliance with the obligations imposed by EMIR that are applicable to the Issuer may qualify as administrative offences (*Ordnungswidrigkeiten*).

The Clearing Obligation applies to FCs and certain NFCs which have positions in OTC derivative contracts exceeding specified 'clearing thresholds'. Such OTC derivative contracts also need to be of a class of derivative which has been designated by ESMA as being subject to the Clearing Obligation. On the basis of the Adopted Technical Standards, it is expected that the Issuer will be treated as an NFC for the purposes of EMIR, and the swap transactions to be entered into by it on the Closing Date will not exceed the "clearing threshold", however, this cannot be excluded. In addition, even though the Issuer enters into the Swap Agreement or a replacement swap as an NFC and solely to reduce risks directly relating to its commercial activity or treasury financing activity, the relevant clearing threshold could be exceeded on a consolidated basis pursuant to article 10(3) EMIR to the extent that the Issuer forms part of the Seller's group. Thus, as of the date hereof, it cannot be excluded that the Issuer will be subject to the Clearing Obligation in the future in respect of any swap replacing the Swap Agreement.

A CCP will be used to meet the Clearing Obligation by interposing itself between the counterparties to the eligible OTC derivative contracts. For the purposes of satisfying the Clearing Obligation, EMIR requires derivative counterparties to become clearing members of a CCP, a client of a clearing member or to otherwise establish indirect clearing arrangements with a clearing member. Each derivative counterparty will be required to post both initial and variation margin to the clearing member (which in turn will itself be required to post margin to the CCP). EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk, which is defined in the Adopted Technical Standards as cash, gold and highly rated government bonds.

The Reporting Obligation applies to all types of counterparties and covers the entry into, modification or termination of cleared and non-cleared derivative contracts which were entered into (i) before 16 August 2012 and which remain outstanding on 16 August 2012, or (ii) on or after 16 August 2012. The deadline for reporting derivatives is one business day after the derivate contract was entered into or amended, and such reporting obligation came into force as from 12 February 2014. The details of all such derivative contracts are required to be reported to a trade repository. It will therefore apply to the Swap Agreement and any replacement swap agreement.

The first clearing obligations have come into force in the first half of 2016 and will be phased in over a period of three years beginning from 2016. The EU commission has adopted regulatory technical standards for risk mitigation techniques for uncleared OTC derivatives, including requirements to post

initial and variation margin, on 4 October 2016. The first margin obligations apply from 4 February 2017 following publication of the delegated regulation in the official journal on 4 January 2017 and will be phased in over a period of approximately four years.

FCs and NFCs which enter into non-cleared derivative contracts must ensure that appropriate procedures and arrangements are in place to measure, monitor and mitigate operational and counterparty credit risk. Such procedures and arrangements include, amongst other things, the timely confirmation of the terms of a derivative contract and formalised processes to reconcile trade portfolios, identify and resolve disputes and monitor the value of outstanding contracts. In addition, FCs and those NFCs which exceed the specified clearing thresholds must also mark-to-market the value of their outstanding derivative contracts on a daily basis and have risk-management procedures that require the timely, accurate and appropriately segregated exchange of collateral.

The EU regulatory framework and legal regime relating to derivatives is set not only by EMIR but also by the proposals to amend the existing Markets in Financial Instruments Directive. The official texts of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MiFID II**") and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (("**MiFIR**" together with MiFID II "**MiFID II/MiFIR**") were published in the EU Official Journal on 12 June 2014 and entered into force on 2 July 2014. MiFIR is a Level -1 regulation and requires secondary rules for full implementation of all elements. MiFID II/MiFIR applies in EU member states since 2 January 2017. Amongst other requirements, MiFIR requires certain standardised derivatives to be traded on exchanges and electronic platforms (the "**Trading Obligation**"). The implementing measures that supplement MiFIR will take the form of delegated acts and technical standards and delegated acts implementing such technical standards, a number of which have been adopted in the meantime. The regulatory technical standards, amongst others, determine which standardised derivatives will have to be traded on exchanges and electronic platforms pursuant to the requirements set forth under MiFIR. On 21 December 2016, the German Federal Government published the Second Financial Markets Amendment Act (*2 Finanzmarktnovellierungsgesetz*), transposing, amongst others, the revised requirements of MiFID II and MiFIR into national law. With respect to the adoption of delegated acts, however, it should be noted that while each of the technical advice, the regulatory technical standards and implementing technical standards may provide an indication of the impact of the regulatory changes under MIFID II and MIFIR for the Issuer, the European Commission is not bound by such technical standards and will adopt the necessary delegated acts at its own discretion. In this respect, it is difficult to assess the full impact of these regulatory requirements on the Issuer.

On 4 May 2017, the European Commission published a proposal to revise EMIR. The Commission assessed the extent to which specific policy requirements in EMIR have met their objectives in an efficient and effective way, while at the same time being coherent, relevant and providing added value in the EU. The evaluation indicates that, according to the European Commission, in some targeted areas EMIR imposes disproportionate costs and burdens and excessively complex requirements, and that it is possible to achieve the objective of EMIR to increase financial stability more efficiently. The amending regulation (Regulation (EU) 2019/834, the "**EMIR REFIT** ")) was published in the Official Journal of the European Union on 28 May 2019 and applies since 17 June 2019. The aim of the EMIR REFIT is to simplify the rules and reduce regulatory and administrative burdens where possible, especially for non-financial counterparties, without compromising the regulatory goal of EMIR to make the global financial system less risky. However, for certain counterparty types, the wider scope means that the related operational burdens may in fact have increased, e.g. (i) EU Alternative Investment Funds (AIFs) are now classed as financial counterparties (FCs), irrespective of where their investment manager is established, (ii) new clearing thresholds calculation and notification requirements, and (iii) FCs and non-financial counterparties (NFCs) must choose whether or not to calculate their OTC derivative positions on 17 June 2019. They must then notify ESMA and the relevant competent authorities if (y) they exceed the existing clearing thresholds, or (z) they choose not to perform the calculation. Entities which choose not to perform the calculation are automatically considered to be above the clearing thresholds, and are therefore subject to the clearing obligation. Other than initially proposed, securitisation special purpose vehicles as defined in article 4(1)(66) of the CRR were not added to the definition of "financial counterparty" of article 2(8) of EMIR.

On 18 December 2018, the European Supervisory Authorities ("**ESAs**") published two joint draft Regulatory Technical Standards to amend the Regulatory Technical Standards on the clearing

obligation and risk mitigation techniques for non-cleared OTC derivatives in accordance with articles 4 and 11 of EMIR as amended under article 42 of the Securitisation Regulation. These standards provide a specific treatment for STS securitisation to ensure a level playing field with covered bonds. They will amend the current regulation on the clearing obligation and risk mitigation techniques on OTC derivatives not cleared by CCPs. In particular, the draft RTS on risk mitigation techniques amend the existing Regulatory Technical Standards by extending the special treatment currently associated with covered bonds to STS securitisations. The treatment, which allows no exchange of initial margin and only collection of variation margin, is applicable only where a STS securitisation structure meets a specific set of conditions equivalent to the ones required for covered bonds issuers to be able to benefit from that same treatment.

Moreover, prospective investors should be aware that the regulatory changes arising from EMIR, EMIR REFIT, MiFID II and MiFIR may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives, including if the Issuer intends to replace the Swap Counterparty and/or enter into a replacement swap. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware, however, that such risks are material and that the Issuer could be materially and adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR and EMIR REFIT, technical standards made thereunder (including the Adopted Technical Standards), MiFID II and MiFIR, in making any investment decision in respect of the Class A Notes. It is not clear when, and in what form, any technical standards relating to EMIR REFIT will be adopted and will become applicable. In addition, the compliance position under any adopted amended framework of swap transactions entered into prior to application is uncertain. No assurances can be given that any changes made to EMIR would not cause the status of the Issuer to change and lead to some or all of the potentially adverse consequences outlined above.

In addition, given that the application of some of the EMIR provisions and given that additional technical standards or amendments to the existing EMIR/EMIR REFIT provisions may come into effect, prospective investors should be aware that the relevant Transaction Documents may need to be amended during the course of the Transaction, without the consent of any Class A Noteholder, to ensure that the terms thereof and the parties obligations thereunder are in compliance with EMIR/EMIR REFIT and/or the then subsisting EMIR/EMIR REFIT technical standards. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR/EMIR REFIT in making any investment decision in respect of the Class A Notes.

25. **Alternative Investment Fund Managers Directive**

The Alternative Investment Fund Managers Directive (Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010) ("**AIFMD**") regulates alternative investment fund managers (the "**AIFMs**") and provides in effect that each alternative investment fund (an "**AIF**") within the scope of the AIFMD must have a designated AIFM responsible for ensuring compliance with the AIFMD. Although there is an exemption in the AIFMD for "securitisation special purpose entities" (the "**SSPE Exemption**"), the European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it, so there can be no certainty as to whether the Issuer would benefit from the SSPE Exemption.

If the Issuer was an AIF then it would be necessary to identify its AIFM, which would be the entity which manages it in general and is therefore most likely to be the Corporate Services Provider. In such a scenario, the Corporate Services Provider would be subject to the AIFMD and would need to be appropriately regulated and certain duties and responsibilities would be imposed on the Corporate Services Provider in respect of its management of the Portfolio. Such duties and responsibilities, were they to apply to the Corporate Services Provider's management of the assets of the Issuer, may result in significant additional costs and expenses incurred by the Corporate Services Provider which, in respect of some such fees and expenses, may be reimbursable by the Issuer to the Corporate Services Provider pursuant to the Corporate Services Agreement as an Administrative Expense, which may in turn negatively affect the amounts payable to Noteholders. If the Corporate Services Provider was to fail to, or be unable to, be appropriately regulated, the Corporate Services Provider may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. Any regulatory changes

arising from implementation of the AIFMD (or otherwise) that impair the ability of the Corporate Services Provider to manage the Issuer's assets may adversely affect the Corporate Services Provider's ability to carry out the Issuer's investment strategy and achieve its investment objective.

26. **Eurosystem Eligibility**

The Class A Notes are intended to be issued in a manner which will allow for participation in the European Central Bank's liquidity scheme (the "**Eurosystem**"). This does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem (the "**Eurosystem eligible collateral**") either upon issue or at any or all times during their life. Such recognition will, *inter alia*, depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline (EU) 2015/510 of the European Central Bank (the "**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast), which was published in the Official Journal of the European Union on 2 April 2015 and applies since 1 May 2015, as amended from time to time.

27. **Risk relating to the German Act on Issues of Debt Securities (SchVG) (Noteholders' Meetings)**

The German Act on Issues of Debt Securities dated 31 July 2009 (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**") applies to the Class A Notes.

The Class A Terms and Conditions do, however, not provide for majority decisions by the Noteholders under Section 5 of the SchVG. Accordingly, changes to the Terms and Condition require the unanimous consent of all Noteholders.

28. **Termination for Good Cause (*Kündigung aus wichtigem Grund*)**

As a general principle of German law, a contract may always be terminated for good cause (*Kündigung aus wichtigem Grund*) and such right may not be totally excluded nor may it be subject to unreasonable restrictions or the consent from a third party. This may also have an impact on several limitations on the right of the parties to terminate any of the Transaction Documents for good cause.

Risk Relating to the Portfolio

29. **Non-existence of Purchased Receivables and Ineligible Receivables**

The Issuer retains the right to bring indemnification claims against, and is entitled to demand payment of Deemed Collections from, the Seller, but from no other Person, in accordance with the Receivables Purchase and Servicing Agreement if, among others, (i) a Purchased Receivable is not an Eligible Receivable on the Initial Cut-Off Date or (ii) any Purchased Receivable is affected by any defences (*Einreden*) or objections (*Einwendungen*) or any other counter claims (*Gegenrechte*) of a Lessee as a consequence of the non-compliance of the Seller with its obligations as Servicer or any other obligations (including servicing and maintenance services) vis-à-vis the Lessee (irrespective of whether such Purchased Receivable is or becomes a Defaulted Receivable), the Seller or Servicer (as applicable) shall be deemed to have received on the relevant Cut-Off Date a collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable (including, for the avoidance of doubt, in case only a portion of the relevant Purchased Receivable is affected) (see definition of Deemed Collection under "MASTER DEFINITION SCHEDULE"). For the avoidance of doubt, no Deemed Collection shall be payable in respect of Purchased Receivables if the Lessee fails to make due payments solely as a result of its lack of funds or insolvency (*Delkredererisiko*). To this extent, the Issuer is subject to the credit risk of the Seller and payments under the Notes may be affected if the Seller is unable to fulfil its obligations vis-à-vis the Issuer.

30. **Exposure to Credit Risks of the Lessees**

The payment of principal and interest on the Notes is, *inter alia*, conditional upon the performance of the Portfolio.

The collectability of the Portfolio is subject to, *inter alia*, credit, liquidity and interest rate risks and will generally vary in response to, among other things, market interest rates, general economic

conditions, the financial standing of Lessees and other similar factors. Accordingly, the Noteholders will be exposed to the credit risk of the Lessees.

This includes a risk of late payment of Purchased Receivables due in a particular Collection Period. This risk is mitigated through the availability of the Liquidity Reserve to the extent such funds are available.

THERE IS NO CERTAINTY THAT ANY NOTEHOLDER WILL RECEIVE THE FULL OR PARTIAL PRINCIPAL AMOUNT OF ANY NOTE HELD BY IT OR INTEREST PAYABLE THEREON.

31. **Historical and other Information**

The historical information set out in this Prospectus reflects the historical experience and sets out the procedures applied by the Servicer and Seller. None of the Managers, the Arranger, Swap Counterparty, Issuer, Trustee or Corporate Service Provider has undertaken or will undertake any investigation or review of, or search to verify the historical information. The past performance of financial assets is no indication of any future performance of the Portfolio.

32. **Risk of Early Repayment**

In the event that a Lease Agreement in relation to a Purchased Receivable is repaid early or otherwise settled early, Noteholders may be repaid principal but will receive interest for a shorter period of time than as initially anticipated.

33. **Risk of Losses on the Receivables**

There is no assurance that (a) the Class A Noteholders will receive for each Class A Note the total initial Outstanding Note Principal Amount plus interest as stated in the Class A Terms and Conditions or (b) the distributions which are made will correspond to (i) the monthly payments originally agreed upon in the underlying Lease Agreements or (ii) realisation proceeds envisaged to be received in respect of the Leased Objects. The risk to the Class A Noteholders that they will not receive the full principal amount of any Class A Note held by them or interest payable thereon as stated in the Class A Terms and Conditions is mitigated by (a) the subordination of the Class B Note and the Subordinated Loan in accordance with the applicable Priority of Payments and (b) the availability of the amounts standing to the credit of the Liquidity Reserve Account Ledger in accordance with the applicable Priority of Payments.

The Issuer has established the Liquidity Reserve Account Ledger and will credit an amount equal to the Liquidity Reserve Required Amount of EUR 3,750,000 to the Liquidity Reserve Account Ledger on the Closing Date. Such amount can be used by the Issuer to make payments under the Notes with respect to interest and/or principal in accordance with the applicable Priority of Payments.

34. **Geographical and Industry Concentration of Lessees**

Although the Lessees under the Lease Agreements are located throughout Germany, these lessees may be concentrated in certain locations, such as densely populated or industrial areas. Any deterioration in the economic condition of the areas in which the Lessees are located, or any deterioration in the economic conditions of other areas, may have an adverse effect on the ability of the Lessees to make payments under the Lease Agreements, which could in turn increase the risk of losses on the Lease Agreements. A concentration of Lessees in such areas may therefore result in a greater risk that the Noteholders will ultimately not receive the full principal amount of the Notes and interest thereon as a result of such uncovered losses incurred in respect of the Lease Agreements than if such concentration had not been present.

Further, although the Lessees are involved in a range of different industry sectors and the Leased Objects derive from different clusters, there may be a higher concentration of Lessees in a particular industry sector. Deterioration in the economic conditions in such industry sector may adversely affect the ability of the Lessees to make payments under the Lease Agreements and, therefore, could increase the risk of losses on the Lease Agreements. A greater concentration of Lessees in particular industry sectors may, therefore, result in a greater risk that the Noteholders will ultimately not receive the full

principal amount of the Notes and interest thereon as a result of such uncovered losses incurred in respect of the Lease Agreements than if such concentration had not been present.

35. **Reliance on Administration and Collection Procedure Rules**

The Servicer will carry out the administration and enforcement of the assets forming part of the Portfolio in accordance with the Receivables Purchase and Servicing Agreement.

Accordingly, the Noteholders are relying on the business judgement and practices of the Servicer when enforcing claims against the Lessees.

36. **Risk of late Payment by Servicer**

The Servicer has undertaken to transfer or procure to have transferred Collections as set forth in the Receivables Purchase and Servicing Agreement.

If the Servicer does not without undue delay forward all amounts which it has collected from the relevant Lessees to the Distribution Account Ledger pursuant to the Receivables Purchase and Servicing Agreement, any Collections received that are forwarded late may only be paid to the Noteholders on the subsequent Payment Date.

Furthermore, no assurance can be given that upon the insolvency of the Servicer, no commingling risk will arise as the proceeds arising out of or in connection with the Receivables will first be paid by the Lessees to the Servicer. This risk is, however, mitigated by the fact that the Servicer's mandate will automatically terminate if the mandate is revoked by the Issuer or the Trustee in accordance with the provisions of the Receivables Purchase and Servicing Agreement upon the occurrence of a Servicer Termination Event and, therefore, prior to or, at the latest, upon the insolvency of the Servicer, so that the commingling risk will be limited to the amounts standing to the credit of the Servicer's bank account at the time insolvency proceedings are opened. In addition, the Issuer will establish the Commingling Reserve Account Ledger being a ledger of the Issuer Account. On each Payment Date following the Closing Date until the occurrence of a Lessee Notification Event, the Servicer (y) shall procure that an amount equal to the Commingling Reserve Required Amount is maintained on the Commingling Reserve Account Ledger, and (z) in case the funds standing to the credit of the Commingling Reserve Account Ledger fall short of the Commingling Reserve Required Amount, undertakes to credit an amount equal to such shortfall to the Commingling Reserve Account Ledger. On the Closing Date, the Seller shall pay to the Commingling Reserve Account Ledger an amount equal to the Commingling Reserve Required Amount of EUR 43,537,052.66 (also see "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement). In addition, upon the occurrence of a Lessee Notification Event, the Issuer will be entitled to notify the Lessees of the assignment of the Purchased Receivables to protect its interest.

37. **Replacement of the Servicer**

The ability of the Issuer to meet its obligations under the Notes will depend on the performance of the duties of the Servicer and, if applicable, the Back-Up Servicer. No assurance can be given that the creditworthiness of these parties will not deteriorate in the future, which may affect the administration and enforcement of the Portfolio by such parties in accordance with the relevant agreement. A Back-Up Servicer Facilitator has been appointed to assist the Issuer in finding a suitable Back-Up Servicer.

Within 90 calendar days following the occurrence of a Lessee Notification Event, a suitable Back-Up Servicer shall be nominated and appointed. However, there is a risk that no appropriate Back-Up Servicer will be found or will be found in a timely manner following the occurrence of a Lessee Notification Event (see also "OUTLINE OF OTHER PRINCIPAL TRANSACTION DOCUMENTS — Receivables Purchase and Servicing Agreement").

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

No Transaction Party (other than the Seller in its various capacities) has undertaken or will undertake any investigations, searches or other actions to verify the details of the Portfolio or to establish the creditworthiness of any Lessee or any other party to the Transaction Documents.

Each Transaction Party will rely solely on the accuracy of the representations and warranties given by the Seller under the Transaction Documents in respect of, *inter alia*, the Purchased Receivables, the Lessees, the Lease Agreements underlying the Receivables and the Leased Objects.

The Seller, in line with the current disclosure requirements, is under no obligation and will not provide the Issuer or any Beneficiary with financial or other information specific to individual Lessees, the underlying Lease Agreements to which the Receivables relate, the Leased Objects, etc. In this respect, the Issuer or any Beneficiary will only be supplied with general information in relation to the aggregate of the Lessees and the Portfolio in each case in accordance with the Transaction Documents and article 7 of the Securitisation Regulation. Furthermore, none of the Managers, the Arranger, the Trustee or the Issuer will have any right to inspect the Relevant Records of the Seller. However, pursuant to the terms of the Data Trust Agreement, the Issuer, the Back-Up Servicer and the Trustee may in certain circumstances set out in the Data Trust Agreement demand that the Data Trustee provides the Confidential Data Key to decrypt any encrypted Confidential Data Report containing personal data with respect to individual Lessees to the Trustee or the Back-Up Servicer or any other substitute or replacement servicer appointed by the Issuer or any agent thereof.

If the Portfolio does not correspond, in whole or in part, to the representations and warranties made by the Seller under the Transaction Documents, the Issuer and the Trustee may have certain rights of recourse triggering indemnity claims against the Seller. Consequently, a risk of loss regarding the Class A Notes exists if such representation or warranty is breached and no corresponding indemnity payment is made by the Seller.

39. Reliance on Third Parties

The Issuer is party to contracts with a number of other third parties who have agreed to perform services, *inter alia*, in relation to the Notes. In particular, the Issuer and the Swap Counterparty have entered into the Swap Agreement, and the Trustee, the Paying Agent, the Interest Determination Agent, the Cash Administrator and the Account Bank have all agreed to provide services with respect to the Notes and the Transaction Documents.

If any of such third parties fails to perform its obligations under the respective agreements to which it is a party, investors may be adversely affected.

No assurance can be given that the creditworthiness of the parties to the Transaction Documents will not deteriorate in the future. The Transaction Documents provide for an obligation to exchange such third parties in case of a termination of the relevant agreement or appointment or upon a downgrade below a certain rating threshold (or a withdrawal of a rating) of certain third parties. However, such obligation to exchange a third party is not secured. Accordingly, if a third party is not or cannot be exchanged or funds cannot be transferred to a substitute third party, the Class A Noteholders bear the risk that the Rating Agencies will downgrade the Class A Notes, and the Class A Noteholders may be exposed to an increased risk that the relevant third party may fail in the performance of its obligations under the relevant Transaction Documents.

40. Proceeds of Foreclosure of Issuer Security

There can be no assurance that, upon enforcement, the proceeds from the foreclosure of the Issuer Security are sufficient to cover interest and principal of the Notes after satisfying all prior ranking obligations of the Issuer in accordance with the applicable Priority of Payments.

Legal Risks

41. No Right in Lease Agreements or Leased Objects

The ownership of a Note does not confer a right (a) to, or interest in, any Lease Agreement, (b) against the Lessees under the Lease Agreements, (c) against the Seller or the Servicer, or (d) in the Leased Objects.

42. Assignability of Purchased Receivables

As a general rule under German law, receivables are assignable, unless their assignment is excluded either by mutual agreement or by the nature thereof or legal restrictions applicable thereto.

Under section 354a (1) of the German Commercial Code (*Handelsgesetzbuch*), however the assignment of monetary claims (i.e. claims for the payment of money) governed by German law is valid despite a contractual prohibition on assignment if the underlying agreement between the contracting parties constitutes a commercial transaction (*Handelsgeschäft*) for both parties (including the Lessee).

Pursuant to the Receivables Purchase and Servicing Agreement, the Seller represents and warrants to the Issuer that (a) the Lease Agreements and the standard terms under which the Purchased Receivables arise are valid and do not prohibit the Seller from selling and assigning its rights under the relevant Lease Agreement to a third party and (b) the Purchased Receivables can be transferred by way of sale and assignment and such transfer is not subject to any legal restriction. However, see "RISK FACTOR — No Independent Investigation and Limited Information, Reliance on Representations and Warranties" above.

43. Notice of Assignment and Defences in respect of Purchased Receivables

The Receivables Purchase and Servicing Agreement provides that the assignment of the Purchased Receivables may only be disclosed to the relevant Lessees in certain limited circumstances, such as, *inter alia*, the occurrence of an Insolvency Event in respect of the Seller or the Servicer.

Though the notification of the assignment is not a requirement under German law for the perfection of the assignment of the Purchased Receivables, unless the Lessees have knowledge of the assignment at the time at which the relevant transaction is performed (which will only be the case in limited circumstances as stated above), the Lessees under the Purchased Receivables may make payments and exercise other rights (*Gestaltungsrechte*) against the Seller in connection with the discharge of their obligations thereunder or enter into any other transaction (*Rechtsgeschäfte*) with regard to such Purchased Receivables which would be binding on the Issuer and the Trustee.

A Lessee may also assert all defences against the Issuer and the Trustee the Lessee had against the Seller at the time of assignment of the Purchased Receivables. Further, each Lessee may be entitled to set off (*aufrechnen*) against the Issuer and the Trustee its claims (if any) against the Seller unless such Lessee had knowledge of the assignment of the Purchased Receivable at the time of acquiring such claims or such claims become due only after such Lessee acquires such knowledge (which will only be the case in limited circumstances as stated above) and after the relevant Purchased Receivable becomes due.

The Seller represents and warrants in the Receivables Purchase and Servicing Agreement that, to its knowledge, no right of rescission, set off, counterclaim, contest, challenge or other defence exists in respect of any Receivable offered for sale to the Issuer on the Closing Date thereof.

The risks outlined above are mitigated by the following factors: according to the Receivables Purchase and Servicing Agreement, the Seller is obliged to pay Deemed Collections to the Issuer if certain requirements are met. This applies, in particular, if a Receivable does not comply with the Eligibility Criteria on the Initial Cut-Off Date and one eligibility criterion requires that each Receivable must be free from third party rights, whether preemptory or otherwise (*Einwendungen oder Einreden*) for the agreed term of the Lease Agreements, counterclaims or set off rights.

44. General Data Protection Regulation (*Datenschutzgrundverordnung*)

According to article 6 of the Regulation (EU) 2016/679 of 27 April 2016 (the "**General Data Protection Regulation**"), a transfer of a customer's personal data is permitted if (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes or (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract or (c) processing is necessary for compliance with a legal obligation to which the controller is subject or (d) processing is necessary in order to protect the vital interests of the data subject or of another natural person or (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller or (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child, provided paragraph (f) shall

not apply to processing carried out by public authorities in the performance of their tasks. The Issuer is of the view that the transfer of the Lessees' personal data in connection with the assignment of the rights under the Purchased Receivables and the Lease Collateral and the other transaction provided for in and contemplated by the Transaction Documents is in compliance with (f) above as well as the German Data Protection Act (*Bundesdatenschutzgesetz*) and is necessary to maintain the legitimate interests of the Seller, the Servicer, the Issuer, the Corporate Services Provider and the Trustee.

The Transaction has been structured to comply with the General Data Protection Regulation and the German Data Protection Act (*Bundesdatenschutzgesetz*). The relevant Transaction Documents contain the provisions stipulating the control and the processing of the personal data of the Lessees by the Seller, the Servicer, the Issuer, the Corporate Services Provider and the Trustee, e.g. (i) together with the Offer to be sent by the Seller to the Issuer the Seller will also send a separate file to the Issuer containing the personal data relating to the Lessees which will be encrypted by using a minimum encryption method of AES 256-bit encryption or similar type of encryption type, (ii) on or prior to the Closing Date, the Seller will also send to the Data Trustee the Confidential Data Key required to decrypt the Confidential Data Report, and (iii) the Issuer and the Trustee have entered into a data processing agreement (*Auftragsdatenverarbeitung*) under the Trust Agreement because, after the occurrence of a Lessee Notification Event, the Trustee might receive the Confidential Data Key from the Data Trustee and will then have access to the personal data of the Lessees which have been previously encrypted.

In addition, the Issuer has been advised that the protection mechanisms provided for in the Data Trust Agreement, the Receivables Purchase and Servicing Agreement, the Trust Agreement and the Corporate Services Agreement take into account the legitimate interests of the Lessees to prevent the processing and use of data by any of the Seller, the Servicer, the Issuer, the Corporate Services Provider and the Trustee.

However, this data protection concept provided for in the above-mentioned Transaction Documents has not been tested in court and it cannot be ruled out that a German court would come to a different conclusion and, thus, that the Issuer could face administrative fines up to EUR 20,000,000, or in the case of an enterprise (*Unternehmen*), up to 4 per cent. of the total worldwide annual turnover of the preceding financial year (*gesamter weltweit erzielter Jahresumsatzes des vorangegangenen Geschäftsjahrs*), whichever is higher (cf. article 83 para. 6 of the General Data Protection Regulation). This could have an impact on the ability of the Issuer to pay principal and interest on the Notes.

To ensure that this Transaction will comply with future changes, interpretations or requirements under or in connection with the General Data Protection Regulation, the Trustee and the Issuer are entitled to change the Transaction Documents as well as the Terms and Conditions, in accordance with amendment provisions in the Transaction Documents and the Terms and Conditions, to comply with such requirements without the consent of any other Transaction Party, in particular without the consent of the Noteholders.

45. Consumer Protection

The provisions of the German Civil Code and the German Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*) regarding consumer credits may apply to Lease Agreements entered into by (or on behalf of) the Seller and the Lessees, to the extent any such Lessee has concluded such Lease Agreement to take up a trade or self-employed occupation (*Existenzgründer*), unless the net loan amount (i.e. the purchase price in case of a Lease Agreement) exceeds EUR 75,000 ("**Qualified Lessees**"). The consumer credit provisions (which apply not only to loans but also to certain types of leasing) impose certain requirements on, *inter alia*, the form of the Lease Agreement, the information which the Lease Agreement is required to contain and the repayment of principal and payments of interest.

If a Lease Agreement with a Qualified Lessee has not been concluded in accordance with the consumer credit provisions, so long as such failure is not remedied, generally such Lease Agreement will be void. Even if such failure is remedied, for example by a subsequent provision of the required information, there is a risk that certain elements of the Lease Agreement might still not be enforceable. This could apply, for example, to the enforceability of the (effective) interest rate, of collateral granted by the Qualified Lessee or the reimbursement of costs by the Qualified Lessee.

In addition, the consumer credit provisions provide for a right of withdrawal (*Widerrufsrecht*), which grants to the Qualified Lessee the right to withdraw from the relevant Lease Agreement within the withdrawal period. If a Qualified Lessee is not properly notified of this right of withdrawal and/or certain other information, the Qualified Lessee may withdraw from the Lease Agreement at any time during the term of the Lease Agreement.

Under certain circumstances, the Lease Agreement and other agreements (e.g. an insurance contract or a services contract) will be deemed connected contracts (*verbundene Verträge*) within the meaning of sections 358 and 359 of the German Civil Code or linked contracts (*zusammenhängende Verträge*) within the meaning of section 359a (as applicable until 12 June 2014) or section 360 German Civil Code (as applicable from 13 June 2014) ("**Other Contract**"). In such case, if the Qualified Lessee, effectively withdraws its declaration to enter into the Other Contract, such Qualified Lessee is no longer bound by its declaration to enter into the relevant Lease Agreement. In addition, the lessor is in such case subject to an extended instruction obligation regarding the Qualified Lessee's right of withdrawal from the Other Contract and the Lease Agreement. If a Qualified Lessee is not properly notified of its right of withdrawal and legal effect of connected contracts, the Qualified Lessee may withdraw its consent to any of these contracts at any time during the term of these contracts (and may also raise such withdrawal as a defence against the relevant Lease Agreement). Finally, in this case, there would also be a risk that any defences (*Einwendungen*) in relation to the Other Contract may also be used as defence against the related Lease Agreement.

These risks also apply to insurance policies (including, but not limited to, any payment default insurance (*Ratenschutz*)), even if the relevant insurance policy is entered into by the Seller as policy holder (*Versicherungsnehmer*) and the Qualified Lessee merely accedes to it as insured person (*versicherte Person*).

The Seller has represented and warranted to the Issuer under the Receivables Purchase and Servicing Agreement that for each Receivable offered for sale to the Issuer, the related Lease Agreement has been created in compliance with all applicable laws and contain obligations that are contractually binding and enforceable against the Lessee(s) and enforceable against such Lessee(s). If such representation and warranty would prove not to have been true, the Issuer would be entitled to receive the respective Deemed Collection. However, see "RISK FACTOR — No Independent Investigation and Limited Information, Reliance on Representations and Warranties" above.

46. German Insurance Contract Act

Sections 8 and 9 of the German Insurance Contract Act (*Versicherungsvertragsgesetz*) contain statutory withdrawal rights applicable to insurance contracts. The relevant withdrawal right is exercisable for a period of two weeks (30 days in case of life insurance) after the policy holder has been properly notified of such right and provided with certain other information and documents. The withdrawal right applies to insurance contracts entered into by consumers as well as non-consumers and, pursuant to section 9 (2) of the German Insurance Contract Act, also extends to accessory contracts. However, unlike the definition of accessory contracts included in section 360 (2) of the German Civil Code, the definition of accessory contracts set forth in section 9 (2) of the German Insurance Contract Act does not provide for specific provisions under which consumer loan agreements (or lease agreements) are to be qualified as accessory contracts. The omission of the relevant provisions could be interpreted to the effect that consumer loan agreements (or lease agreements) which expressly identify and serve to finance the relevant insurance contract in deviation from section 360 (2) of the German Civil Code do not qualify as accessory contracts for the purposes of section 9 (2) of the German Insurance Contract Act, unless the other requirements set out therein are also met. To date, neither this interpretation of section 9 (2) of the German Insurance Contract Act nor its interaction with sections 358 and 360 of the German Civil Code (as applicable) have been the subject matter of in depth judicial review or analysis by legal commentators. It is also unclear whether section 9 (2) of the German Insurance Contract Act applies to the withdrawal of a group insurance contract (*Gruppenversicherungvertrag*) exercised by the insured person (*versicherte* Person) rather than the policy holder (*Versicherungsnehmer*). Currently, it cannot be ruled out that a Lessee may raise the withdrawal of its consent to a relevant insurance policy (including, but not limited to, any payment protection insurance policy (*Restschuldversicherung*)) as a defence against the Lessee's obligations under the Lease Agreement.

47. **Volcker Rule**

The Issuer was structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds. The Issuer is relying on the exclusion from the "covered fund" definition for loan securitisations contained in the implementing regulation (12 C.F.R. 248.10(c)(8)). Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

48. **Insolvency Law - Insolvency of the Seller**

If insolvency proceedings were commenced in relation to the Seller as German seller of the Purchased Receivables, the expected cash flows of the Purchased Receivables could be adversely affected as set out below.

As regards the Lease Agreements, as a rule, the insolvency administrator has the choice between the termination and the continuation of Lease Agreements (section 103 of the German Insolvency Code (*Insolvenzordnung*). If the insolvency administrator terminates the Lease Agreements, the Lessees no longer have to pay the Receivables. Conversely, if the Lease Agreements are continued, the Receivables have to be paid to the Seller rather than to the Issuer. The second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) provides, however, that leases relating to objects which have been transferred, for security purposes, to third parties who financed the acquisition or production of such objects are not subject to section 103 of the German Insolvency Code (*Insolvenzordnung*) . While there is not yet any reported case law on this point, the large majority of the legal writers interpret the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) broadly, i.e. that it not only applies to the original financing of the goods but also to the refinancing of the same through, for example, factoring, always provided, however, that title to the leased objects is transferred to the refinancing entity as security for the refinancing.

Literally, the wording of the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) applies only to the relationship between the lessor and the lessee. Although the Seller is ultimately the owner of the Receivables in the case at hand, the Receivables are originated under certain business operation agreements (*Betriebsführungsverträge*). The relevant Lease Agreements are not entered into by the Seller but by the Seller's subsidiaries (i) Deutsche Leasing für Sparkassen und Mittelstand GmbH and (ii) Deutsche Leasing International GmbH (the "**Originators**") in the ordinary course of the Originators' business. The Originators act in their own name but for the account of Deutsche Leasing AG on the basis of the Business Operation Agreement 1 and the Business Operation Agreement 2, respectively. Deutsche Leasing AG in turn acts in its own name but for the account of the Seller under the Business Operation Agreement 3, by operation of which the Seller acquires title to the Portfolio in its ordinary course of business.

While there is neither commentary of legal scholars nor any reported case law on this specific structure and whether the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) is applicable it may be argued that (i) the marketing of rented or leased goods via commission structures are distribution channels recognised and accepted by German courts (BGHZ 104,123), (ii) the contractual nature of the relationship between commission agent and principal has strong similarities to a rent relationship as the commission agent may grant use and physical possession of the leased goods to the obligor only to the extent that the principal has granted such right of use and possession under the commission agreement, thus lending such commission agreement close links to a renting agreement with an obligation to on-lease the rented goods; and (iii) the business operation commission structure at hand has strong similarities to a head-lease and sub-lease structures, in relation to which a majority of legal scholars deem the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) applicable because head-lessor and sub-lessee, albeit separate entities, are economically closely intertwined (Eckert, in: Münchener Kommentar zur Insolvenzordnung, Volume 2, Edition 3, 2013, § 108 Rn. 52; Martinek/Omlor, in: Schimansky/Bunte/Lwowski, Bankrechtshandbuch II, Edition 5, 2017, § 101, Rn. 140; Balthasar, in:

Nerlich/Romermann Insolvenzordnung, Edition 37, 10/2018, § 108 Rn. 7; Engel/Völkers, Leasing in der Insolvenz, 1999, Rn. 358; Seifert, NZM 1998; p. 217, 219). The latter argument can also be applied to the business operation commission structure at hand: The business operation commission structure is implemented for financing purposes only, the sub-commission agent and the commission agent are closely linked to the principal via profit-loss transfer agreements and profits under the commission agreement are ultimately transferred to the Seller.

The argument in the preceding paragraph, i.e. that the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) may also be applied to the sub lease agreement under certain conditions, would also be applicable to the Lease Agreements in a scenario in which the commission agents, the Originators, were to become insolvent. The commission structure would meet the condition of close economic connection required: in the case at hand, the business operation commission structure in combination with a lease relationship is an intercompany means of refinancing similar to the headlease and sublease structure. The structures are also alike in the fact that the commission agents may dispose over the Leased Objects for the purpose of entering into the Lease Agreements while acting as lessor companies. In addition, the proceeds under the Lease Agreement with the Lessees are upstreamed to the Seller as principal: While the upstreaming of proceeds is effected under a head-lease and sub-lease structure by payment of the head leases, proceeds under a commission structure are per se due to the principal. As described in the preceding section, the strong economic connection between the commission agents and the principal under the structure is also enhanced by the profit-loss transfer agreement in place between commission agents and principal. There is reasonable ground for applying the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) to the Lease Agreements with the Lessees in the insolvency of the Originators.

In the case of the Seller's insolvency during the term of the Receivables Purchase and Servicing Agreement, the Lease Agreements would not be subject to termination by the insolvency trustee, and thus the Issuer would be entitled to the Purchased Receivables which arise after the adjudication of the Seller's insolvency.

The Issuer was advised that the Transaction relies on the interpretation of section 108 (1) sentence 2 of the German Insolvency Code (Insolvenzordnung) that, if applied to the Transaction, the insolvency administrator of the Seller will not have the right to discontinue Lease Agreements on the grounds that the acquisition of the Leased Objects was refinanced through securitisation. However, it should be noted that there is no case law on this point. If a court came to the conclusion that section 108 (1) sentence 2 of the German Insolvency Code (*Insolvenzordnung*) does not apply, this would have, under section 103 of the German Insolvency Code (*Insolvenzordnung*), the following consequences:

(a) Section 103 of the German Insolvency Code (*Insolvenzordnung*) grants the Seller's insolvency administrator for mutual contracts which have not been (or have not been completely) performed by the Seller and the Lessees at the date when insolvency proceedings were opened against the Seller the right to opt whether or not to continue such contracts.

(b) If the Seller's insolvency administrator chooses not to continue any Lease Agreements with the Lessees, then the Purchased Receivables arising from such Lease Agreements will be extinguished. If the insolvency administrator chooses to continue a Lease Agreement, the payment obligation of the Lessee will be continued and such obligation will remain, however, the payment obligation of the Lessee will be reinstated and such reinstated payment obligation would not be subject to any assignment under the Receivables Purchase and Servicing Agreement which came into effect prior to the commencement of insolvency proceedings against the Seller. However, the Issuer's shortfall would be covered by the Issuer's security title (*Sicherungseigentum*) to the Leased Object which would entitle the Issuer to the realisation of the Leased Object. Depending on the factual circumstances to be determined on a case-by-case basis, the Issuer or the Seller's insolvency administrator may realise the Leased Object and the Seller's insolvency administrator may deduct his fees from such proceeds; such fees may amount up to 9 per cent. of the enforcement proceeds plus applicable VAT (section 171 German Insolvency Code (*Insolvenzordnung*)). In a recent ruling the German Federal Supreme Court (*Bundesgerichtshof*) (BGH, IX ZR 295/16, 11 January 2018) held that the insolvency administrator of an insolvency creditor (*Insolvenzschuldner*) is not entitled to realise objects of lease if the insolvency creditor has lost its possession position (*Besitzposition*) in relation to such assets prior to its insolvency. In the case being subject

matter of this ruling, the insolvency creditor sold and assigned lease receivables resulting under finance lease arrangements (*Finanzierungsleasing*) to a receivables purchaser prior to the insolvency creditor's insolvency. The insolvency creditor's also transferred its title to the objects of lease for security purposes (*Sicherunsgübereignung*) to the receivables purchaser by way of assigning the insolvency creditor's restitution claim (*Herausgabeanspruch*) against its lessees to the receivables purchaser pursuant to sections 929 and 932 of the German Civil Code. The German Federal Supreme Court argued that by assigning its restitution claim against its lessees, the insolvency creditor loses its possession position (*Besitzposition*) and thus there is no right which could pass to the insolvency administrator with respect to the objects of lease upon the insolvency of the insolvency creditor and which would entitle the insolvency administrator to realise the objects of lease. Under the Receivables Purchase and Servicing Agreement, the Seller also assigns its restitution claim against the Lessees to the Issuer in order to replace the delivery of the Leased Objects. This means that, in case of an insolvency scenario of the Seller and by applying the above ruling of the German Federal Supreme Court, the Seller's insolvency administrator would not be entitled to realise the Leased Objects and hence the Seller's insolvency administrator may not deduct up to 9 per cent. of the enforcement proceeds plus applicable VAT.

With respect to Receivables resulting from hire purchase agreements, the question arises whether the underlying hire purchase agreements fall within the scope of section 108 (1) 2 of the German Insolvency Code (*Insolvenzordnung*). Section 108 (1) 2 of the German Insolvency Code (*Insolvenzordnung*) only applies in respect of rental and lease agreements (*Miet-, Pacht- oder Leasingverträge*) whereas sales agreements are not subject to this provision. Thus, section 108 (1) 2 of the German Insolvency Code (*Insolvenzordnung*) is applicable to the hire purchase agreements if these can be considered as rental or lease agreement and not as sales agreement.

Generally, under German law hire purchase agreements are considered as rental agreements (*Mietverträge*) under which the respective lessee has the right to purchase the relevant rental object at the end of the rental period (BGH WM 1990, 1307; Palandt, Bürgerliches Gesetzbuch, Edition 78, 2019 Einf. v. § 535 Rn. 30). Consequently, the labeling of an agreement as "hire purchase agreement" (*Mietkaufvertrag*) argues for the categorisation as rental agreement. Furthermore, the expressions used by the parties in such agreement, such as the appellation of the parties as lessor and lessee (*Vermieter and Mieter*) and of the contractual object as rental object (*Mietobjekt*) supports the classification of such agreement as rental agreement.

On the other hand, the form of the hire purchase agreement does also contain elements of a sales contract. Pursuant to the general terms of the form of the hire purchase agreement, the title to the Leased Objects is automatically transferred to the Lessee upon fulfilment of all obligations under the respective hire purchase agreement by the contracting parties. Such automatic transfer provision is a typical element of a sales contract (OLG Hamburg (9 U 179/96); BGHZ 71, 189 (194)). Due to the automatic transfer of the title to the Leased Objects pursuant to clause 12 of the general terms, the hire purchase agreements would be qualified as sales contracts and would therefore not fall within the scope of Section 108 (1) 2 of the German Insolvency Code (*Insolvenzordnung*).

However, the insolvency administrator could not terminate the hire purchase agreements pursuant to section 103 of the German Insolvency Code (*Insolvenzordnung*) if the requirements of section 107 (1) of the German Insolvency Code (*Insolvenzordnung*) were fulfilled (c.f. Obermüller, in: Insolvenzrecht in der Bankpraxis, Edition 9, 2016, Rn. 7.110 ff.; Sinz, in Uhlenbruck, InsO, Edition 14, 2015, § 115 f. Rn. 50). Section 107 (1) of the German Insolvency Code (*Insolvenzordnung*) excludes the election right of the insolvency administrator under section 103 of the German Insolvency Code (*Insolvenzordnung*) and obliges the insolvency administrator to fulfil the respective sales contract (i) if the insolvency debtor (*Insolvenzschuldner*) has sold a movable asset under a retention of title clause (*unter Eigentumsvorbehalt*) to a purchaser and (ii) if the insolvency debtor has transferred possession to the respective purchaser.

A retention of title clause is existent if the seller transfers the title to the purchaser under the condition precedent that the purchaser fully pays the purchase price (section 449 (1) of the German Civil Code). Pursuant to the general terms of the form of the hire purchase agreement, the Seller transfers title to the Lessees upon fulfilment of all obligations by the contracting parties. Following the delivery and provision of the Leased Objects to the Lessees by the Seller, the only relevant obligation to be fulfilled under the Hire Purchase Agreements is the payment obligation of the Lessee. Consequently, the

formulation "upon complete fulfilment of the obligations of the contracting parties" (*nach vollständiger and vereinbarungsgemäßer Erfüllung sämtlicher Verpflichtungen durch die Vertragsparteien*) is to be construed as retention of title clause within the meaning of section 107 of the German Insolvency Code (*Insolvenzordnung*). By delivering the Leased Objects to the Lessees, the Seller has also transferred possession to the Lessees. Therefore, the requirements of section 107 of the German Insolvency Code (*Insolvenzordnung*) are met.

As a consequence thereof, the Issuer was advised that the insolvency administrator of the Seller could not terminate the hire purchase agreements pursuant to section 103 of the German Insolvency Code (*Insolvenzordnung*), but had to fulfil the hire purchase agreements in accordance with section 107 (1) of the German Insolvency Code (*Insolvenzordnung*).

Due to lack of jurisprudence on this specific question, there remains, however, the risk that neither the second sentence of section 108 (1) of the German Insolvency Code (*Insolvenzordnung*) nor section 107 (1) of the German Insolvency Code (*Insolvenzordnung*) applies and an insolvency administrator may be entitled to elect termination of the Lease Agreements pursuant to section 103 (1) of the German Insolvency Code (*Insolvenzordnung*).

49. Insolvency Law — Risk of Re-characterisation of the Transaction as a Loan secured by Purchased Receivables

The sale of the Purchased Receivables under the Receivables Purchase and Servicing Agreement by the Seller to the Issuer has been structured as a true sale. However, there are no statutory or case law based tests with respect to when a securitisation transaction qualifies as an effective sale or as a secured loan. Because of this, there is a risk that a court may re-characterise the sale of Receivables under the Receivables Purchase and Servicing Agreement as a secured loan. If a sale of the Receivables were re-characterised as a secured loan, sections 166 and 51 no. 1 of the German Insolvency Code (*Insolvenzordnung*) would apply with the following consequences:

The insolvency administrator would have direct or indirect possession (*direkten oder indirekten Besitz*) of the Leased Objects transferred as Issuer Security, and the Issuer, depending on the factual circumstances to be determined on a case-by-case basis, may be or may be not barred from enforcing the Issuer Security. Further, an insolvency administrator of the Seller as seller of the Purchased Receivables which have been assigned for security purposes is authorised by German law to enforce and realise the Purchased Receivables (on behalf of the assignee), and the Issuer is barred from enforcing the Purchased Receivables assigned to it either itself or through an agent. The insolvency administrator is obliged to transfer the proceeds from such realisation of the Purchased Receivables and the Leased Objects to the Issuer. The insolvency administrator may, however, deduct from the enforcement proceeds fees which amount to 4 per cent. of the enforcement proceeds for assessing his preferential rights plus up to 5 per cent. of the enforcement proceeds as compensation for the costs of enforcement. If the enforcement costs are considerably higher than 5 per cent. of the enforcement proceeds, the compensation for the enforcement costs may be higher. Where applicable, the insolvency administrator may also withhold VAT on such amounts (section 166 (2) German Insolvency Code (*Insolvenzordnung*)). Please also refer to the statements regarding the recent ruling of the German Federal Supreme Court (*Bundesgerichtshof*) (BGH, IX ZR 295/16, 11 January 2018), where it is held that the insolvency administrator of an insolvency creditor (*Insolvenzschuldner*) is not entitled to realise objects of lease if the insolvency creditor has lost its possession position (*Besitzposition*) in relation to such assets prior to its insolvency, made under Risk Factor no. 48 (Insolvency Law - Insolvency of the Seller).

50. Luxembourg Insolvency

The Issuer has its registered office in Luxembourg. Under article 3(1) of Council Regulation (EC) No. 2015/848 of 29 May 2015 on Insolvency Proceedings (recast) (the "**Insolvency Regulation**"), there is a rebuttable presumption that a company has its centre of main interest ("**COMI**") in the jurisdiction in which it has the place of its registered office. As a result, there is a rebuttable presumption that the Issuer's COMI is in Luxembourg and consequently that any main insolvency proceedings applicable to the Issuer would be governed by Luxembourg law. Furthermore and as initially stated in the decision by the European Court of Justice ("**ECJ**") in relation to Eurofood IFSC Limited, the ECJ restated the presumption in the Insolvency Regulation that the place of a company's registered office is presumed to be the company's COMI and stated that the presumption can only be rebutted if "factors which are both

objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect". As the Issuer has its registered office in Luxembourg, has Luxembourg directors, is registered for tax in Luxembourg and has an Luxembourg corporate services provider, the Issuer does not believe that factors exist that would rebut this presumption, although this would ultimately be a matter of fact for the relevant court to decide, based on the factual circumstances existing at the time when it was asked to make that decision. The determination of where the Issuer has its COMI is a question of fact, which is not a static concept and may change from time to time.

The Issuer is a public limited liability company incorporated under the laws of Luxembourg. Accordingly, insolvency proceedings with respect to the Issuer would likely proceed under, and be governed by, the insolvency laws of Luxembourg.

Under Luxembourg law, a commercial company such as the Issuer is bankrupt (*en faillite*) when it is unable to meet its liabilities as they fall due and when its creditworthiness is impaired (meaning that the company is unable to obtain financing at normal commercial terms).

In particular, under Luxembourg bankruptcy law, certain acts deemed to be abnormal and carried out by the bankrupt party during the hardening period may be unenforceable against the bankruptcy estate of such party or declared null and void. Whilst the unenforceability or voidness is compulsory in certain cases, it is optional in other cases. The hardening period is the period that lapses between the date of cessation of payments (*cessation de paiements*), as determined by the bankruptcy court, and the date of the court order declaring the bankruptcy. The hardening period cannot exceed six months.

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

According to article 61(4) second paragraph of the Luxembourg Securitisation Law, the validity and perfection of each of the security interests mentioned under item (c) in the above paragraph cannot be challenged by a bankruptcy receiver with respect to article 445 of the Luxembourg Code of Commerce and such security interests are hence enforceable even if they were granted by the company during the period of ten days preceding the hardening period if (i) the articles of incorporation of the company granting the security interests are governed by the Luxembourg Securitisation Law and (ii) the bankrupt party granted the respective security interest no later than the issue date of the securities or at the conclusion of the agreements secured by such security interest.

Under article 446 of the Luxembourg Code of Commerce, any payments made by the bankrupt party in the hardening period may be rescinded if the creditor was aware of the cessation of payment of the bankrupt party.

Under article 448 of the Luxembourg Code of Commerce, transactions entered into by the bankrupt party with the intent to deprive its creditors are null and void (article 448 of the Luxembourg Code of Commerce), regardless of the date on which they were made.

According to article 61 of the Luxembourg law of 5 August 2005 on financial collateral arrangements as amended (the "**Collateral Law**"), the provisions of Article 445, 446 and 448 of the Luxembourg Code of Commercial are not applicable to the enforcement of non-Luxembourg law financial collateral arrangements that (i) are similar to Luxembourg law financial collateral arrangements (ii) and have been duly perfected before the opening of the bankruptcy proceeding of the bankrupt party. Luxembourg financial collateral arrangements include pledge over securities, other financial instruments and claims, as well as transfer of title for security purposes of the same types of assets. However, the question whether or not a foreign security arrangement (including the security interests granted by the Issuer to secure the obligations owed to the Transaction Creditors) is "similar" in the meaning of Article 24 of the Collateral Law is a matter of fact, and as such is ultimately decided on a case-by-case basis by Luxembourg courts.

The Issuer can be declared bankrupt upon petition by (i) a creditor of the Issuer other than the Transaction Creditors who are bound by a non-petition undertaking or (ii) at the initiative of the court or at the request of the Issuer in accordance with the relevant provisions of Luxembourg insolvency laws when it is unable to meet its liabilities as they fall due and when its creditworthiness is impaired, as mentioned above. If the above mentioned conditions are satisfied, the Luxembourg court will appoint a bankruptcy trustee (*curateur*) who will be the sole legal representative of the Issuer and obliged to take such action as he deems to be in the best interests of the Issuer and all creditors of the Issuer. Certain preferred creditors of the Issuer (including the Luxembourg tax authorities) may have a privilege that ranks senior to the rights of the Noteholders in such circumstances. Other insolvency proceedings under Luxembourg law include controlled management and moratorium of payments (*gestion controlée et sursis de paiement*) and composition proceedings (*concordat*) of the Issuer.

Tax Risks

Prospective investors should consult their own tax advisers regarding the appropriate characterisation of the Notes.

51. **Taxation Position of the Noteholders in Germany – Potential Repeal of Flat Tax Rate on Investment Income**

This subsection should be read in conjunction with the section entitled "TAXATION" where more detailed information is given. Prospective purchasers of the Notes are advised to consult their own tax advisers as to the tax consequences of subscribing, purchasing, holding and disposing of the Notes under the tax laws of the country in which they are residents.

In their agreement dated 12 March 2018 to form a new Federal Government (*Koalitionsvertrag*), the participating political parties agreed to repeal the flat rate tax (*Abgeltungssteuer*) for interest income. This would potentially result in a higher tax burden for individuals holding the Notes as a private asset.

52. **No Gross-Up for Taxes**

If required by law, any payments under the Notes will only be made after deduction of any applicable withholding taxes and other deductions.

Neither the Issuer nor the Paying Agent will be obliged to pay additional amounts in respect of any withholding or other deduction for or on account of any present or future taxes or other duties of whatever nature.

53. **Taxation Position of the Issuer in Germany**

The Issuer will derive income from the Purchased Receivables. The income derived by the Issuer will generally only be subject to German income tax if the Issuer has its place of effective management and control in Germany or maintains a permanent establishment, or appoints a permanent representative, for its business in Germany.

It is expected that the Issuer will not be treated as having its place of effective management and control in Germany, or as maintaining a permanent establishment or as having appointed a permanent representative in Germany.

54. **The Proposed Financial Transactions Tax**

On 14 February 2013, the EU Commission adopted a proposal for a Council Directive (the "**Draft Directive**") on a common financial transaction tax ("**FTT**"). On 24 June 2013, the European Parliament's Committee on Economic and Monetary Affairs published a revised proposal for the Draft Directive.

On 6 May 2014, the ministers of Member States participating in enhanced cooperation in the area of financial transaction tax (Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain) signed a joint statement to declare that the commitment to the introduction of a FTT would remain strong. At the December 2015 meeting of the Economic and Financial Affairs Council of the European Union, Estonia announced that it would leave the enhanced cooperation process, bringing the total number of participating Member States down to ten (together

the "**Participating Member States**"). Due to complex issues that have arisen, the Participating Member States stress that more technical work still needs to be conducted.

The proposed FTT has a very broad potential extraterritorial scope. Pursuant to the Draft Directive, FTT shall be payable on financial transactions provided at least one party to the financial transaction is established or deemed established in a Participating Member State and there is a financial institution established or deemed established in a Participating Member State which is a party to the financial transaction, or is acting in the name of a party to the transaction, or the financial instrument which is subject to the transaction is issued in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Member State in a broad range of circumstances.

There are ongoing discussions in the European Union regarding the imposition of FTT on financial institutions transacting business in the European Union, and it is unclear whether and when such a tax will be imposed and, if so, what the scope of the tax could be. The Draft Directive is still subject to negotiation between the Participating Member States and therefore may be changed at any time. Moreover, once the Draft Directive has been adopted, it will need to be implemented into the respective domestic laws of the Participating Member States and the domestic provisions implementing the Directive might deviate from the Directive itself.

On 31 October 2014, the Council of the European Union provided a report on the state of play and open issues of FTT. According to the report, the key outstanding issues, which must be solved if the objectives and deadlines set out in the joint statement are to be met, remain the taxation of transactions in derivatives (particularly in relation to identifying the categories of derivatives to be subject to FTT in the first phase) and the application of "issuance" (FTT to be levied in relation to the place of establishment of the issuer) and "residence" principles (FTT to be levied on the basis of the actual or deemed place of establishment of the parties to the taxable transaction) to define FTT. Although the presidency has proposed three possible methods for the allocation of revenue among the Participating Member States, the Participating Member States could not agree on a solution of revenue distribution that would be acceptable to all of them.

During the meeting of 8 December 2015, the ministers agreed that the start of FTT on 1 January 2016, as envisaged in the joint statement dated 6 May 2014, could certainly not be respected. Since then negotiations have continued, but in June 2017 it was announced to postpone the negotiations to have more time to evaluate the impact of the Brexit negotiations.

On 3 December 2018, Germany and France proposed a joint proposal for a financial transaction tax for the European –Union basing on the current French system. In France all transactions involving domestically issued shares by companies with a market capitalisation of over 1 billion EUR are subject to tax. However, the actual start of FTT in Germany remains uncertain.

FTT proposal remains subject to negotiation between the Participating Member States and the scope of such tax is still uncertain. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to FTT.

55. Action Plan on Base Erosion and Profit Shifting

At a meeting in Paris on 29 May 2013, the Organisation for Economic Co-operation and Development ("**OECD**") Council at Ministerial Level adopted a declaration on base erosion and profit shifting urging the OECD's Committee on Fiscal Affairs to develop an action plan to address base erosion and profit shifting in a comprehensive manner. In July 2013, the OECD launched an Action Plan on Base Erosion and Profit Shifting ("BEPS"), identifying 15 specific actions to achieve this. Subsequently, the OECD published discussion papers and held public consultations in relation to those actions, also publishing interim reports, analyses and sets of recommendations in September 2014 for seven of the actions. On 5 October 2015, the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan on BEPS, which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru (the "**Final Report**"). The Final Report was endorsed by G20 Leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey.

Action 7 (Prevent the Artificial Avoidance of PE Status) is a key element of the 15 actions. Under the former version of article 5 of the OECD Model Tax Convention, which is widely used as the basis for

negotiating tax treaties (e.g. article. 5 para. 5 of the German/Luxembourg Double Taxation Treaty of 23 April 2012), an agent acting in a country on behalf of an enterprise creates a permanent representative (i.e. a permanent establishment in terms of the German/Luxembourg Double Taxation Treaty of 23 April 2012) if the agent "habitually exercises […] an authority to conclude contracts in the name of the enterprise", unless the agent is an independent agent acting in the ordinary course of its business (the "independent agent carve-out"). An agent is currently regarded as independent if it is legally and economically independent. On 21 November 2017, the OECD Council approved the contents of the 2017 update to the OECD Model Tax Convention. The 2017 update, which was previously approved by the Committee on Fiscal Affairs on 28 September 2017, and has been incorporated in a revised version of the OECD Model Tax Convention. The 2017 update primarily comprises changes to the OECD Model Tax Convention that were developed through the OECD/G20 BEPS Project. Under the new article 5 of the OECD Model Tax Convention it is sufficient to qualify a person as a permanent representative if such person "is acting […] on behalf of an enterprise and, in doing so, habitually concluded contracts, or habitually plays the principal role leading to the conclusion of contracts that are routinely concluded without material modification by the enterprise, and these contracts are in the name of the enterprise" unless the "independent agent carve out" applies. The "independent agent carve out" no longer applies where a person "acts exclusively or almost exclusively on behalf of one or more enterprise to which it is closely related".

The OECD Action on BEPS noted the need for a swift implementation of any measures which are finally decided upon and suggested that action 7, among others, could be implemented by way of multilateral instrument, rather than by way of negotiation and amendment of individual tax treaties. Therefore, on 24 November 2016, the OECD published the text and explanatory statement of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting, developed by an ad hoc group of 99 countries (the "**Multilateral Convention**"). The Multilateral Convention is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures. The Multilateral Convention was signed on 7 June 2017 in Paris and entered into force on 1 July 2018. The above cited provisions of the new article 5 of the OECD Model Tax Convention have been mirrored in article 12 (Artificial Avoidance of Permanent Establishment Status through Commissionaire Arrangements and Similar Strategies) of the Multilateral Convention.

Germany and Luxembourg are also signatories to the Multilateral Convention. Germany has meanwhile opted against changing and amending the definition of a permanent establishment in the German treaties, such that the German/Luxembourg treaty should not be amended in this respect. Therefore, it could further be assumed that the Issuer will not be treated as having its place of effective management and control in Germany, or as maintaining a permanent establishment or as having appointed a permanent representative in Germany.

56. EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive

As part of its anti-tax avoidance package, the EU Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016 which was formally adopted by the EC Council on 12 July 2016 in Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**" or the "**ATAD 1**"). The ATAD 1 should be transposed into Member States' domestic laws no later than 31 December 31 2018, and enter into force (for most of the measures) on 1 January 2019, subject to derogations for EU member states which have equivalent measures in their domestic law. Amongst the measures contained in the ATAD 1 is an interest deductibility limitation rule which provides that interest costs in excess of the higher of (a) EUR 3,000,000 or (b) 30 per cent. of an entity's earnings before interest, tax, depreciation and amortisation will not be deductible in the year in which they are incurred but could be carried forward. However, the restriction on interest deductibility would only be in respect of the amount by which the borrowing costs exceed "interest revenues and other equivalent taxable revenues from financial assets". Moreover, the ATAD 1 contains rules on how to take actions against so-called "hybrid mismatches" which might otherwise result in double deductions or deductions without corresponding taxation between EU Member States as well as between Member States and non-EU countries. The implementation of the hybrid mismatch rules is expected to be in force as from January 2020. The hybrid mismatch rules might have an impact on securitisation vehicles and/or their specificities are carved out from the aforementioned legislation.

On 21 February 2017, the Economic and Financial Affairs Council of the European Union agreed an amendment to the ATAD 1 to provide for minimum standards for hybrid mismatches involving EU

member states and third countries. In this respect, the Directive 2017/952/EU was issued on 29 May 2017 and amended ATAD 1 to make hybrid mismatches with third countries part of the European Anti-Tax Avoidance Package (the "**Anti-Tax Avoidance Directive 2**" or the "**ATAD 2**"). The purpose of the ATAD 2 is to extend the rules under ATAD 1. In particular, where ATAD 1 includes rules on hybrid mismatches between Member States, ATAD 2 adds rules on mismatches with third countries that apply to all taxpayers that are subject to corporate tax in one or more member states, including permanent establishments in one or more member states of entities resident for tax purposes in a third country. Rules on reverse hybrid mismatches also apply to all entities treated as transparent for tax purposes by a member state. The ATAD 2 requires EU member states to either delay deduction of payments, expenses or losses or include payments as taxable income, in case of hybrid mismatches. ATAD 2 needs to be implemented in the EU member states' national laws and regulations by 31 December 2019 and will have to apply as of 1 January 2020, except for the provision on reverse hybrid mismatches for which implementation can be postponed to 31 December 2021, and will apply as of 1 January 2022.

The ATAD 1 was implemented in Luxembourg by a law dated 21 December 2018 (the "**ATAD Luxembourg Law**"). The ATAD Luxembourg Law is a very close transposition of the ATAD 1 in a sense that the original text has been very closely transposed. The ATAD Luxembourg Law entered into force on 1 January 2019 (for most of the dispositions) and is applicable to securitisations issuance which occurred on or after this date.

However, according to Luxembourg ATAD Law securitisation companies in the meaning of article 2(2) of the Securitisation Regulation are out of scope of the interest deduction limitation rules. As the Issuer falls within the scope of the Securitisation Regulation, the interest deduction limitation rules should not apply to the Issuer.

Some of the provisions of the ATAD Luxembourg Law, like a non-exhaustive list of borrowing costs and the definition of interest income, still remain to be explained and detailed by the Luxembourg administration which leads to currently unsure interpretation and application of this new regime.

The European Commission is also pursuing other initiatives, such as the introduction of a common corporate tax base, the impact of which, if implemented, is uncertain.

57. Withholding Under Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("**FATCA**") imposes a reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to any non-U.S. financial institution (a foreign financial institution, or "**FFI**" (as defined by FATCA)) that (i) does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information on its account holders or (ii) is not otherwise exempt from or in deemed-compliance with FATCA (including by complying with the requirements of an applicable FATCA intergovernmental agreement). The withholding regime applies currently for payments received from sources within the United States and will apply to "foreign pass-through payments" (a term not yet defined) no earlier than two years after the date on which final U.S. regulations defining "foreign pass-thru payments" are published. For these purposes, FATCA includes (i) sections 1471 through 1474 of the U.S. Internal Revenue Code (the "**Code**"), related regulations, administrative guidance and practices, (ii) an agreement entered into with the IRS pursuant to such sections of the Code, and (iii) an intergovernmental agreement between the United States and another jurisdiction in furtherance of such sections of the Code (including any non-U.S. laws implementing such an intergovernmental agreement).

Investors should be aware that the discussion above reflects recently proposed U.S. Treasury regulations ("**Proposed FATCA Regulations**") which delay the effective date for withholding on foreign passthru payments and eliminate FATCA withholding on gross proceeds from, or final payments, redemptions, or other principal payments made in respect of, the disposition of an obligation that may produce U.S. source interest or dividends. The U.S. Treasury have indicated that taxpayers may rely on the Proposed FATCA Regulations until final regulations are issued. The discussion above assumes that the Proposed FATCA Regulations will be finalised in their current form and that such final regulations will be effective retroactively.

On 28 March 2014, the Grand-Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**IGA**") with the United States of America which has been transposed into Luxembourg Law by the law of 24 July 2015 (the "**FATCA Law**").

As the Issuer is likely to qualify as a FFI, it has to collect information aiming to identify its direct shareholders and debt holders (including note holders) (together the "**FATCA Investors**") that are Specified US Persons, certain non-US entities with one or more Controlling Person(s) which are Specified US Persons, and Non-Participating FFIs (as defined in the IGA) for FATCA purposes ("**reportable accounts**"). Some information on reportable accounts (including nominative and financial information) may be annually reported by the Issuer to the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America.

To ensure the Issuer's compliance with the FATCA Law in accordance with the foregoing, the Issuer may:

(a) request information or documentation, including FATCA self-certification, W-8 tax forms, in order to ascertain such FATCA Investor's FATCA status;

(b) refuse to accept a FATCA Investor failing to provide the required FATCA information upon subscription;

(c) report personal and financial information concerning a FATCA Investor to the Luxembourg tax authorities if such account is deemed a US reportable account under the FATCA Law; and

(d) deduct applicable US withholding taxes from certain payments made to a FATCA Investor by or on behalf of the Company in accordance with FATCA and the FATCA Law.

Whilst the Class A Notes are in global form and held within Euroclear Bank S.A./N.V. and Clearstream Banking S.A. (together, the "**ICSDs**"), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs (see "TAXATION"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of, the common depositary or common safekeeper for the ICSDs and the Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on proposed regulations and official guidance, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their own tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

58. Common Reporting Standard

In 2014, the Organisation for Economic Co-operation and Development has developed a new global standard for the annual automatic exchange of financial information between tax authorities

(the "**Common Reporting Standard**" or the "**CRS**"). Germany and Luxembourg are signatory jurisdictions to the CRS and are conducting the exchange of information with tax authorities of other signatory jurisdictions since September 2017, as regards reportable financial information gathered in relation to fiscal year 2016.

The CRS was implemented into German law (*Gesetz zum automatischen Austausch von Informationen über Finanzkonten in Steuersachen (Finanzkonten-Informationsaustauschgesetz – FKAustG*) and Luxembourg law (law dated 18 December 2015 concerning the automatic exchange of information on financial accounts and tax matters) domestic law in December 2015 implementing the EU Directive 2014/107/EU.

The regulation may impose obligations on the Issuer and its shareholder and debt holders (including the Class A Noteholders) (together the "**CRS Investors**") if the Issuer is actually regarded as a reporting financial institution under the CRS, so that the Issuer could be required to conduct due diligence and obtain (among other things) confirmation of the tax residency (through the issuance of self-certification forms by the shareholder/Noteholders), tax identification number and CRS classification of the CRS Investor in order to fulfil its own legal obligations from 1 January 2016. As the Issuer is likely to qualify as a reporting financial institution, the CRS Investors acknowledge that the Issuer may refuse to accept their investments if the self-certification is not obtained upon subscription. The Issuer will need to first report under the CRS to the Luxembourg tax authorities by 30 June 2020 with respect to information from the calendar year 2019. The latter will then automatically exchange this information with the tax authorities from the jurisdictions where the CRS Investors are tax resident.

Investors should contact their own tax advisers regarding the application of CRS to their particular circumstances.

59. **Data protection obligations under Luxembourg Tax Reporting Regime**

The CRS and FATCA both require Financial Institutions (as defined in the CRS and FATCA) to inform beforehand each reportable individual person that certain information will be collected and reported and should provide him with all the information required under the General Data Protection Regulation.

- In this respect, the Issuer should be qualified as a Reporting Luxembourg Financial Institution (as defined in the IGTA/the FATCA Law) will be responsible for the personal data processing.
- The personal data is intended to be used for the purpose of CRS/FATCA.
- The data will be reported to the Luxembourg tax authorities and the relevant foreign tax authorities.
- For each information request sent by the Company to the individual FATCA/CRS Investor or Controlling Person (as defined in the IGTA/the FATCA Law), the answer from that person will be mandatory. Failure to respond may result in incorrect or double reporting.
- Each reported individual FATCA/CRS Investor or Controlling Person (as defined in the IGTA/the FATCA Law), has the right to access the data/financial information reported to the Luxembourg tax authorities as well as to rectify those data.

60. **Taxation Position of the Issuer in Luxembourg**

Please refer to the section "TAXATION" as set out on pages 173 *et seqq*.

CERTIFICATION BY TSI

True Sale International GmbH ("**TSI**") grants the issuer a certificate entitled "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD", which may be used as a quality label for the securities in question.

The certification label has been officially registered as a trademark and is usually licensed to an issuer of securities if the securities meet, *inter alia*, the following conditions:

- compliance with specific requirements regarding the special purpose vehicle;
- transfer of the shares to non-profit foundations (*Stiftungen*);
- use of a special purpose vehicle which is domiciled within the European Union;
- the issuer must agree to the general certification conditions, including the annexes, and must pay a certification fee;
- the issuer must accept TSI's disclosure and reporting standards, including the publication of the monthly reports, prospectus and the originator's or issuer's declaration of undertaking on the True Sale International GmbH website (www.true-sale-international.de);
- the originator must confirm that the quality criteria of the "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" label are maintained throughout the duration of the transaction;
- since September 2018 and on the basis of TSI's interpretation of the Securitisation Regulation (Regulation (EU) 2017/2402) as of 12 December 2017, certain quality standards included in the STS requirements are also incorporated in TSI's DEUTSCHER VERBRIEFUNGSSTANDARD criteria for EU securitisation transactions with car financing receivables as underlying. However, it should be noted that the TSI certification does not constitute a verification according to article 28 of the Securitisation Regulation, neither has TSI checked and verified the originator's statements.

Certification by TSI is not a recommendation to buy, sell or hold securities. TSI's certification label is issued on the basis of an assurance given to TSI by the Issuer, as of the date of this Prospectus, that, throughout the duration of the transaction, he will comply with:

(a) the reporting and disclosure requirements of True Sale International GmbH, and

(b) main quality criteria of the "CERTIFIED BY TSI – DEUTSCHER VERBRIEFUNGSSTANDARD" label.

TSI has relied on the above-mentioned declaration of undertaking and has not made any investigations or examinations in respect of the declaration of undertaking, any transaction party or any securities, and disclaims any responsibility for monitoring continuing compliance with these standards by the parties concerned or any other aspect of their activities or operations.

VERIFICATION BY SVI

STS Verification International GmbH ("**SVI**") has been authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) as third party verification agent pursuant to article 28 of the Securitisation Regulation.

The verification label "verified – STS VERIFICATION INTERNATIONAL" has been officially registered as a trade mark and is licensed to an issuer of securities if the securities meet the requirements for simple, transparent and standardised securitisation as set out in articles 19 to 22 of the Securitisation Regulation ("STS Requirements").

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

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

SVI disclaims any responsibility for monitoring continuing compliance with the STS Requirements by the parties concerned or other aspect of their activities or operations.

Verification by SVI is not a recommendation to buy, sell or hold securities.

THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS

1. EU Risk Retention Requirements

Under article 6 of the Securitisation Regulation, the originator, sponsor or original lender of a securitisation shall retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent. Deutsche Leasing Sparkassen AG & Co. KG acts as "originator" within the meaning of article 6 of the Securitisation Regulation and has agreed to retain the material net economic interest. The material net economic interest is not subject to any credit-risk mitigation or hedging. Pursuant to article 6 paragraph (3)(d) of the Securitisation Regulation, a net economic interest may be retained by way of retention of the first loss tranche and, where such retention does not amount to 5 per cent. of the nominal value of the securitised exposures, if necessary, by way of retention of other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total not less than 5 per cent. of the nominal value of the securitised exposures.

Deutsche Leasing Sparkassen AG & Co. KG - in its capacity as "originator" within the meaning of the Securitisation Regulation - will retain for the life of the Transaction a material net economic interest of not less than 5 per cent. in the Transaction in accordance with article 6 paragraph (3)(d) of the Securitisation Regulation. The Seller will (i) retain, on an ongoing basis until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date, the Class B Note, in its capacity as Class B Note Purchaser, and (ii) retain, in its capacity as Subordinated Lender, on an ongoing basis until the earlier of the redemption of the Class A Notes in full and the Final Maturity Date, a first loss tranche constituted by the claim for repayment of a loan advance in an initial principal amount of EUR 3,750,000 (the "**Subordinated Loan**") made available by the Subordinated Lender to the Issuer under the Subordinated Loan Agreement as of the Closing Date so that the sum of the aggregate principal amount of the Class B Note and the principal amount of the Subordinated Loan is equal to at least 5 per cent. of the nominal amount of the "securitised exposures" (i.e. the Purchased Receivables).

2. EU Transparency Requirements

Pursuant to article 7(1) of the Securitisation Regulation, the Seller and the Issuer shall, in accordance with article 7(2) of the Securitisation Regulation, make at least the following information available to the Class A Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation, and, upon request, to potential investors in the Class A Notes):

(a) information on the underlying exposures on a quarterly basis;

(b) all underlying documentation that is essential for the understanding of the transaction;

  (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;

  (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;

  (iii) the derivatives and guarantee agreements, as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;

  (iv) the servicing, back-up servicing, administration and cash management agreements;

  (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;

  (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

(c) the STS notification referred to in article 27 of the Securitisation Regulation;

(d) quarterly investor reports, containing the following:

(i) all materially relevant data on the credit quality and performance of underlying exposures;

(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;

(iii) information about the risk retained, including information on which of the modalities provided for in article 6(3) of the Securitisation Regulation has been applied, in accordance with article 6 of the Securitisation Regulation.

(e) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

(f) where point (e) does not apply, any significant event such as:

(i) a material breach of the obligations provided for in the documents made available in accordance with point (b) above, including any remedy, waiver or consent subsequently provided in relation to such a breach;

(ii) a change in the structural features that can materially impact the performance of the securitisation;

(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;

(iv) where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;

(v) any material amendment to transaction documents.

The information described in points (b) and (d) above shall be made available before pricing. The information described in points (a) and (d) above shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest.

Pursuant to article 7(2) of the Securitisation Regulation, the Seller or the Issuer are required to designate amongst themselves one entity to be the designated entity (the "**Reporting Entity**") to make available to the Class A Noteholders, potential investors in the Class A Notes and competent authorities (together, the "**Relevant Recipients**"), the documents, reports and information necessary to fulfil the relevant reporting obligations under article 7(1) of the Securitisation Regulation. The Reporting Entity shall make the information for a securitisation transaction available by means of a securitisation repository. The Issuer agreed, pursuant to the Receivables Purchase and Servicing Agreement, to act as the Reporting Entity for this Transaction. In such capacity, the Issuer shall fulfil the information requirements set out above. Under the Receivables Purchase and Servicing Agreement, the Servicer agreed to commit the information required pursuant to article 7(2) of the Securitisation Regulation for the Issuer. The Servicer will also provide, upon request by the Issuer, such further information as requested by the Class A Noteholders for the purposes of compliance of such Class A Noteholder with the requirements under the Securitisation Regulation (in particular articles 5 through 7) and the implementation into the relevant national law, subject to applicable law and availability. Any failure by Issuer or Servicer to fulfil such obligations may cause this Transaction to be non-compliant with the Securitisation Regulation. For the avoidance of doubt, the designation of the entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of article 7 of the Securitisation Regulation under article 7(2) of the Securitisation Regulation, does not release the Seller from its responsibility for compliance with article 7 of the Securitisation Regulation (cf. article 22(5) of the Securitisation Regulation). The Servicer, acting on behalf of the Issuer and on the instructions of the Issuer, shall make the documentation (as provided to it by or on behalf of the Issuer) referred to in articles 7(1)(b) of the Securitisation Regulation available to the Relevant Recipients before pricing of the Class A Notes on the website of the of the European Data Warehouse (www.eurodw.eu).

Prospective investors and the Class A Noteholders should be aware of article 5 of the Securitisation Regulation which, among others, requires institutional investor prior to holding a securitisation position to verify that the originator, sponsor or original lender retains on an ongoing basis a material net economic interest in accordance with article 6 of the Securitisation Regulation and the risk retention is disclosed to the institutional investor in accordance with article 7 of the Securitisation Regulation. With a view to support compliance with article 5 of the Securitisation Regulation, the Servicer (on behalf the Issuer) will, on a monthly basis after the Closing Date, provide certain information to investors in the form of the Transparency Reports including data with regard to the Purchased Receivables and an overview of the retention of the material net economic interest. To the extent no securitisation repository is registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make such information required by the Securitisation Regulation available on the website of the of the European Data Warehouse (www.eurodw.eu) which, for the avoidance of doubt, will comply with the EU Transparency Requirements. If such securitisation repository should be registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make the information available to such securitisation repository.

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

Pursuant to article 22(5) of the Securitisation Regulation, the Seller shall be responsible for compliance with article 7 of the Securitisation Regulation. The information required by point (a) of the first subparagraph of article 7(1) of the Securitisation Regulation shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of article 7(1) of the Securitisation Regulation shall be made available before pricing at least in draft or initial form. Point (c) of the first subparagraph of article 7(1) of the Securitisation Regulation is not applicable to this Transaction. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction. In order to comply with the transparency requirements provided for by article 22 of the Securitisation Regulation, Deutsche Sparkassen Leasing AG & Co. KG:

(a) has made available – via www.eurodw.eu – to any potential investor in the Class A Notes before pricing of the Class A Notes data on static historical default performance relating to the seven years period starting on 1 January 2012 and ending on 31 December 2018 in respect of lease receivables substantially similar to the Receivables;

(b) has made available – via https://www.intex.com – to any potential investor in the Class A Notes before pricing of the Class A Notes an accurate liability cash low model representing precisely the contractual relationship between the Receivables and the payments flowing between the Seller, the Class A Noteholders, the Issuer and any other party to the Transaction which contained an amount of information sufficient to allow such potential investor to price the Class A Notes;

(c) has made available – via www.eurodw.eu – to any potential investor in the Class A Notes before pricing of the Class A Notes information on the underlying exposures;

(d) has made available – via www.eurodw.eu – to any potential investor in the Class A Notes before pricing of the Class A Notes the Transaction Documents (other than the Subscription Agreement) and this Prospectus in a draft form;

(e) has made available – via www.eurodw.eu – to any potential investor in the Class A Notes before pricing of the Class A Notes a draft of the STS notification referred to in article 27 of the Securitisation Regulation; and

(f) will make available in final versions of this Prospectus, the Transaction Documents and the STS notification referred to in article 27 of the Securitisation Regulation within 15 days from the Closing Date.

Until the regulatory technical standards relating to article 7 of the Securitisation Regulation are adopted and implemented by the European Commission (such date of implementation, the "**Securitisation Regulation Reporting Effective Date**"), the information regarding the underlying exposures will be provided prior to the Securitisation Regulation Reporting Effective Date in the Transparency Report which - in the Issuer's view - is in line with the level of information typically provided to noteholders of European structured finance instruments backed by leases in the period immediately prior to 1 January 2019. In relation to Transparency Report prior to the Securitisation Regulation Reporting Effective Date, Annexes I to VIII of Delegated Regulation (EU) 2015/3 do not provide a template but rather a list of types of information to be covered. The Issuer intends Investor Report to include information of the types so listed.

COMPLIANCE WITH STS REQUIREMENTS

This Transaction meets the requirements for simple, transparent and standardised non-ABCP securitisations provided for by articles 19 to 22 of the Securitisation Regulation (the "**STS Requirements**").

The compliance of this Transaction with the STS Requirements will be verified after the Closing Date by STS Verification International GmbH, in its capacity as third party verification agent authorised pursuant to article 28 of the Securitisation Regulation. No assurance can be provided that the Transaction described in this Prospectus does or continues to qualify as an STS-securitisation under the Securitisation Regulation at any point in time in the future.

The Seller will notify the European Securities and Markets Authority that the Securitisation meets the STS Requirements in accordance with article 27 of the Securitisation Regulation.

Compliance with the STS Requirements is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under Markets in Financial Instruments Directive (2014/65/EU) and it is not a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC).

CREDIT STRUCTURE AND FLOW OF FUNDS

Purchased Receivables

The Receivables which will be purchased by the Issuer consist of lease instalments which are to be paid by the Lessee to the relevant Originator as consideration (*Gegenleistung*) for lease of the relevant Leased Object by the relevant Originator to the relevant Lessee and to which the Seller acquired title under the Business Operation Agreement 3 from Deutsche Leasing AG. The Purchased Receivables will not include any amounts owed under or in connection with the Lease Agreements other than the Receivables. The Receivables are payable on a monthly basis (see "MASTER DEFINITIONS SCHEDULE — paragraph (r) of Eligibility Criteria").

Collection Arrangements

Payments by the Lessees under the Purchased Receivables are scheduled to become due and payable on a monthly basis to be paid in advance. Prior to the occurrence of a Lessee Notification Event, other than for the first Collections Period, the Servicer shall pay or cause to be paid all sums received into or otherwise standing to the credit of the Collection Accounts during a Collection Period and in relation to Purchased Receivables and the Lease Collateral to the Distribution Account Ledger with value not later than 5:00 p.m. on each Servicer Reporting Date following such Collection Period. The Servicer shall pay or cause to be paid all sums received into or otherwise standing to the credit of the Collection Accounts during first Collection Period and in relation to Purchased Receivables and the Lease Collateral to the Distribution Account Ledger with value not later than on the first Payment Date following such first Collection Period.

Available Distribution Amount

The Available Distribution Amount will be calculated by the Cash Administrator on each Investor Reporting Date with respect to the Collection Period ending on such Cut-Off Date for the purposes of determining the amounts payable in accordance with the Pre-Enforcement Priority of Payments on the immediately following Payment Date. For the definition of the Available Distribution Amount, see "MASTER DEFINITIONS SCHEDULE — Available Distribution Amount". The amount credited to the Commingling Reserve Account Ledger will constitute part of the Available Distribution Amount upon the occurrence and continuance of a Servicer Termination Event if and only to the extent that the Servicer has, on the relevant Servicer Reporting Date, failed to transfer to the Issuer any Collections received by the Servicer or the Seller during, or with respect to, the Collection Period ending as of such Cut-Off Date or any previous Collection Periods, and only to the extent necessary for the fulfilment on the relevant Payment Date of the payment obligations of the Issuer (but excluding any fees and other amounts due to the Servicer under paragraph (d) of the Pre-Enforcement Priority of Payments so long as no Back-Up Servicer is appointed in accordance with the Receivable Purchase and Servicing Agreement).

Bank Accounts used for the Transaction

No later than on the Issue Date, the Issuer will have established the Issuer Account and the Swap Cash Collateral Account with the Account Bank which must have the Account Bank Required Rating.

The Issuer Account has the following ledgers: the Distribution Account Ledger, the Commingling Reserve Account Ledger and the Liquidity Reserve Account Ledger.

If the Account Bank ceases to have the Account Bank Required Rating, the Account Bank shall give notice thereof to the Seller, the Issuer, the Cash Administrator, the Servicer and the Trustee without undue delay (*unverzüglich*). The Issuer shall within 60 calendar days upon the Account Bank ceasing to have the Account Bank Required Rating: (i) appoint a substitute Account Bank which has at least the Account Bank Required Rating on substantially the same terms as set out in the Account Bank Agreement; (ii) open new accounts replacing each of the existing Transaction Accounts with accounts held with the substitute Account Bank; (iii) charge such new Transaction Accounts to the Trustee on the same terms as contemplated in the Irish Security Deed; (iv) transfer any amounts standing to the credit of each existing Transaction Account to the respective new Transaction Account; (v) close the old Transaction Accounts with the old Account Bank; and (vi) terminate the Account Bank Agreement (including the Mandate) in accordance with the terms of the Account Bank Agreement. No substitute

Account Bank has to be appointed if the then current rating of the Class A Notes is not negatively affected. The Account Bank will nonetheless perform its duties under this Agreement until the Issuer: (i) has effectively appointed a substitute Account Bank; (ii) has opened new accounts replacing each of the existing Transaction Accounts with the substitute Account Bank; (iii) has charged such new Transaction Accounts to the Trustee on the same terms as contemplated in the Irish Security Deed; and (iv) has transferred any amounts standing to the credit of the existing Transaction Accounts to the new Transaction Accounts. No substitute Account Bank has to be appointed if the then current rating of the Class A Notes is not negatively affected. In the event of a termination of the appointment of the Account Bank by the Issuer for good cause (*wichtiger Grund*) (including because the ceases to have the Account Bank Required Rating) caused by the Account Bank or if the Account Bank ordinarily terminates its appointment by giving not less than three months' prior written notice, the Account Bank shall bear all costs and expenses which relate to the Issuer's legal and administrative costs which have been reasonably and properly incurred and directly associated with the appointment of a substitute Account Bank up to an amount of EUR 5,000. For the avoidance of doubt, this will not include any difference in fees charged or interest paid on any Transaction Account by the substitute Account Bank and such amount shall cover any and all replacement costs occurred in respect of a replacement of (i) Elavon Financial Services DAC as Interest Determination Agent, Paying Agent and Registrar, and (ii) U.S. Bank Global Corporate Trust Limited as Cash Administrator.

Pre-Enforcement Priority of Payments

On each Payment Date, the Available Distribution Amount will be available for payments in accordance with, and subject to, the Pre-Enforcement Priority of Payments. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event)". The cash flow pursuant to the Pre-Enforcement Priority of Payments will vary during the life of the Transaction as a result of, *inter alia*, possible variations in the amount of Collections received by the Servicer during the Collection Period immediately preceding the relevant Payment Date, the amount standing to the credit of the Liquidity Reserve Account Ledger, the payments made by or to the Swap Counterparty under the Swap Agreement and certain costs and expenses of the Issuer relating to Compartment 2019-1. The amount of Collections transferred to the Issuer with respect to the Purchased Receivables will vary during the life of the Notes as a result of the amount of delinquencies, defaults, terminations and prepayments in respect of the Purchased Receivables. The effect of such variations could lead to drawings from and replenishment of the Liquidity Reserve Account Ledger.

Interest Rate Hedging

The Purchased Receivables are purchased at their Aggregate Outstanding Portfolio Principal Amount as of the Initial Cut-Off Date and the Lessees have to pay interest on the Purchased Receivables on the basis of fixed interest rates. The interest rate payable by the Issuer with respect to the Class A Notes is calculated as the sum of EURIBOR and the margin as set out in Condition 4.2 (Interest Rate) of the Class A Terms and Conditions. To ensure that the Issuer will not be exposed to fixed-to-floating interest rate risk with respect to the Class A Notes, the Issuer and the Swap Counterparty entered into the Swap Agreement under which the Issuer will owe payments by reference to a fixed rate and the Swap Counterparty will owe payments by reference to EURIBOR, in each case calculated with respect to the Aggregate Outstanding Note Principal Amount of the Class A Notes on the immediately preceding Payment Date. Under the Swap Agreement, on each Payment Date, the Issuer will pay the Swap Counterparty a fixed rate applied to the Aggregate Outstanding Note Principal Amount of the Class A Notes on the immediately preceding Payment Date, and the Swap Counterparty will pay a floating rate equal to EURIBOR as determined by the Interest Determination Agent applied to the same amount. Payments under the Swap Agreement will be made on a net basis. Pursuant to the Swap Agreement, if the Swap Counterparty ceases to be an Eligible Swap Counterparty, then the Swap Counterparty will be obliged to mitigate the resulting credit risk, for the Class A Noteholders by, *inter alia*, posting eligible collateral, transferring all its rights and obligations to a replacement third party that is an Eligible Swap Counterparty, procuring another third party that has the required ratings to irrevocably and unconditionally guarantee the obligations of the Swap Counterparty under the Swap Agreement or taking other agreed remedial action (which may include no action). See "MASTER DEFINITIONS SCHEDULE — Eligible Swap Counterparty".

Subordinated Loan and Liquidity Reserve Required Amount

The Subordinated Lender will have made available to the Issuer, on or prior to the Issue Date, the Subordinated Loan in the principal amount of EUR 3,750,000. The Issuer will use the Subordinated Loan to fund the Liquidity Reserve Account Ledger with the initial Liquidity Reserve Required Amount of EUR 3,750,000. The payment obligations of the Issuer under the Subordinated Loan are subordinated to the payment obligations of the Issuer under the Notes. The Subordinated Loan will amortise in accordance with the applicable Priority of Payments. The amount standing to the credit of the Liquidity Reserve Account Ledger, as part of the Available Distribution Amount, will be available to satisfy, on the relevant Payment Date, the payments to be made under items (a) through (f) of Pre-Enforcement Priority of Payments, see "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)". Prior to the occurrence of an Enforcement Event, the Liquidity Reserve Account Ledger will be replenished on each Payment Date up to the relevant Liquidity Reserve Required Amount in accordance with paragraph (g) of the Pre-Enforcement Priority of Payments, see "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event)".

Commingling Reserve

On the Closing Date, the Seller shall pay to the Commingling Reserve Account Ledger an amount equal to the Commingling Reserve Required Amount of EUR 43,537,052.66. On each Payment Date following the Closing Date until the occurrence of a Lessee Notification Event, the Servicer (y) shall procure that an amount equal to the Commingling Reserve Required Amount is maintained on the Commingling Reserve Account Ledger, and (z) in case the funds standing to the credit of the Commingling Reserve Account Ledger fall short of the Commingling Reserve Required Amount, undertakes to credit an amount equal to such shortfall to the Commingling Reserve Account Ledger.

The Issuer shall pay the Commingling Reserve Excess Amount to the Seller on each Payment Date outside the applicable Priority of Payments.

The Commingling Reserve covers the risk that the Servicer will not transfer the Collections received on the Collection Account to the Distribution Account Ledger in accordance with clause 7.10 (Transfer of Collections) of the Receivables Purchase and Servicing Agreement in case the Servicer is Insolvent so that these funds may become subject to attachment by the creditors of the Servicer.

Credit Enhancement

The Notes benefit from credit enhancement provided through (i) in case of the Class A Notes, subordination as to payment of interest and principal on the Class B Note to the Class A Notes, (ii) the subordination as to the repayment of the Subordinated Loan, and (iii) the Excess Value.

Amortisation of the Notes

Unless an Enforcement Event has occurred on or before the relevant Payment Date, the Available Distribution Amount for that Payment Date will be applied to redeem the Class A Notes and the Class B Note on a sequential basis subject to the Pre-Enforcement Priority of Payments. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 7 (Amortisation) and Condition 8.1 (Priority of Payments prior to the Occurrence of an Enforcement Event)". If at any time an Enforcement Event has occurred, the Available Distribution Amount will be applied in redemption of the Notes on a sequential basis as set forth in and subject to the Post-Enforcement Priority of Payments. See "TERMS AND CONDITIONS OF THE CLASS A NOTES — Condition 7 (Amortisation) and Condition 8.2 (Priority of Payments after the Occurrence of an Enforcement Event)".

RATING OF THE CLASS A NOTES

The Class A Notes are expected to be rated "AAAsf" by Fitch and "AAA(sf)" by S&P.

The Class B Note will not be assigned a rating.

It is a condition of the issue of the Class A Notes that the Class A Notes will be assigned the above indicated rating.

The rating of "AAAsf" is the highest rating that Fitch assigns to long term debt. The rating of "AAA(sf)" is the highest rating that S&P assigns to long term debt.

The rating of the Class A Notes addresses the ultimate payment of principal and timely payment of interest according to the Terms and Conditions of the Class A Notes. The rating takes into consideration the characteristics of the Receivables and the structural, legal, tax and Issuer-related aspects associated with the Class A Notes.

The ratings assigned to the Class A Notes should be evaluated independently from similar ratings on other types of securities. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the Rating Agencies at any time. In the event that the ratings initially assigned to the Class A Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Class A Notes.

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

References to ratings of Fitch and S&P in this Prospectus shall refer to www.fitchratings.com,and https://www.standardandpoors.com.

TERMS AND CONDITIONS OF THE CLASS A NOTES

The following is the text of the terms and conditions (excluding any Annexes) applicable to the Class A Notes which will be attached to the Global Note. In case of any overlap or inconsistency in the definition of a term or expression in these terms and conditions and elsewhere in this Prospectus, the definition in these terms and conditions will prevail.

THE OBLIGATIONS UNDER THE CLASS A NOTES CONSTITUTE DIRECT AND UNSUBORDINATED LIMITED RECOURSE OBLIGATIONS OF THE ISSUER. ALL CLASS A NOTES RANK AT LEAST *PARI PASSU* WITH ALL OTHER CURRENT AND FUTURE UNSUBORDINATED OBLIGATIONS OF THE ISSUER. ALL CLASS A NOTES RANK *PARI PASSU* AMONG THEMSELVES AND PAYMENT SHALL BE ALLOCATED *PRO RATA*.

SUBJECT TO AND IN ACCORDANCE WITH THE APPLICABLE PRIORITY OF PAYMENTS. THE CLASS A NOTES RANK PRIOR TO THE CLASS B NOTE WITH RESPECT TO PAYMENT OF PRINCIPAL AND INTEREST.

THE ISSUER'S ABILITY TO SATISFY ITS PAYMENT OBLIGATIONS UNDER THE CLASS A NOTES AND ITS OPERATING AND ADMINISTRATIVE EXPENSES WILL BE WHOLLY DEPENDENT UPON RECEIPT BY IT IN FULL OF PAYMENTS (A) OF, IN PARTICULAR, PRINCIPAL AND INTEREST AND OTHER AMOUNTS PAYABLE UNDER THE PURCHASED RECEIVABLES AS COLLECTIONS FROM THE SERVICER, (B) UNDER THE TRANSACTION DOCUMENTS TO WHICH IT IS A PARTY AND/OR (C) OF THE PROCEEDS RESULTING FROM ENFORCEMENT OF THE SECURITY GRANTED BY THE ISSUER TO THE TRUSTEE OVER THE ISSUER SECURITY (TO THE EXTENT NOT COVERED BY (A) AND (B)).

PRIOR TO THE OCCURRENCE OF AN ENFORCEMENT EVENT, THE FOLLOWING APPLIES: IF THE AVAILABLE DISTRIBUTION AMOUNT, SUBJECT TO THE PRE-ENFORCEMENT PRIORITY OF PAYMENTS, IS INSUFFICIENT TO PAY TO THE CLASS A NOTEHOLDERS THEIR RELEVANT SHARE OF SUCH AVAILABLE DISTRIBUTION AMOUNT IN ACCORDANCE WITH THE PRE-ENFORCEMENT PRIORITY OF PAYMENTS, THE CLAIMS OF SUCH CLASS A NOTEHOLDERS AGAINST THE ISSUER SHALL BE LIMITED TO THEIR RESPECTIVE SHARE OF SUCH AVAILABLE DISTRIBUTION AMOUNT. AFTER PAYMENT TO THE CLASS A NOTEHOLDERS OF THEIR RELEVANT SHARE OF SUCH AVAILABLE DISTRIBUTION AMOUNT, THE OBLIGATIONS OF THE ISSUER TO THE CLASS B NOTE PURCHASER WITH RESPECT TO SUCH PAYMENT DATE SHALL BE EXTINGUISHED IN FULL, AND NEITHER THE CLASS A NOTEHOLDERS NOR ANYONE ACTING ON THEIR BEHALF SHALL BE ENTITLED TO TAKE ANY FURTHER STEPS AGAINST THE ISSUER TO RECOVER ANY FURTHER SUM.

UPON THE OCCURRENCE OF AN ENFORCEMENT EVENT, THE FOLLOWING APPLIES: IF THE AVAILABLE DISTRIBUTION AMOUNT, SUBJECT TO THE POST-ENFORCEMENT PRIORITY OF PAYMENTS, IS ULTIMATELY INSUFFICIENT TO PAY IN FULL ALL AMOUNTS WHATSOEVER DUE TO ANY CLASS A NOTEHOLDER AND ALL OTHER CLAIMS RANKING *PARI PASSU* TO THE CLAIMS OF SUCH CLASS A NOTEHOLDERS PURSUANT TO THE POST-ENFORCEMENT PRIORITY OF PAYMENTS, THE CLAIMS OF SUCH CLASS A NOTEHOLDERS AGAINST THE ISSUER SHALL BE LIMITED TO THEIR RESPECTIVE SHARE OF THE REMAINING AVAILABLE DISTRIBUTION AMOUNT. AFTER PAYMENT TO THE CLASS A NOTEHOLDERS OF THEIR RELEVANT SHARE OF THE REMAINING AVAILABLE DISTRIBUTION AMOUNT, THE OBLIGATIONS OF THE ISSUER TO THE CLASS A NOTEHOLDERS SHALL BE EXTINGUISHED IN FULL, AND NEITHER THE CLASS A NOTEHOLDERS NOR ANYONE ACTING ON THEIR BEHALF SHALL BE ENTITLED TO TAKE ANY FURTHER STEPS AGAINST THE ISSUER TO RECOVER ANY FURTHER SUM.

THE REMAINING AVAILABLE DISTRIBUTION AMOUNT SHALL BE DEEMED TO BE "ULTIMATELY INSUFFICIENT" AT SUCH TIME WHEN, IN THE OPINION OF THE TRUSTEE, NO FURTHER ASSETS ARE AVAILABLE AND NO FURTHER PROCEEDS CAN BE REALISED TO SATISFY ANY OUTSTANDING CLAIMS OF THE CLASS A NOTEHOLDERS, AND NEITHER ASSETS NOR PROCEEDS WILL BE SO AVAILABLE THEREAFTER.

THE CLASS A NOTES REPRESENT OBLIGATIONS OF THE ISSUER ONLY AND DO NOT REPRESENT AN INTEREST IN, OR CONSTITUTE A LIABILITY OR OTHER OBLIGATIONS OF ANY KIND OF THE SELLER, THE SERVICER, THE TRUSTEE, THE DATA TRUSTEE, THE ACCOUNT BANK, THE CASH ADMINISTRATOR, THE CORPORATE SERVICES PROVIDER, THE ARRANGER, THE MANAGERS, THE PAYING AGENT, THE SUBORDINATED LENDER, THE SWAP COUNTERPARTY, THE INTEREST DETERMINATION AGENT OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY THIRD PERSON OR ENTITY.

The terms and conditions of the Class A Notes (the "**Class A Terms and Conditions**") are set out below. Annex A to the Terms and Conditions sets out the Trust Agreement, Annex B to the Class A Terms and Conditions sets out the Master Framework Agreement. In case of any overlap or inconsistency in the definition of a term or expression in the Class A Terms and Conditions and elsewhere in this Prospectus, the definition contained in the Class A Terms and Conditions will prevail.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

(a) Unless otherwise defined herein or the context requires otherwise, capitalised terms used in these Class A Terms and Conditions have the meanings ascribed to them in clause 1 (Definitions) of schedule 1 (Master Definitions Schedule) of Annex B (Master Definitions Schedule). Annex A (Trust Agreement) and Annex B (Master Framework Agreement) form an integral part of these Class A Terms and Conditions.

(b) In the event of any conflict between the Master Definitions Schedule and these Class A Terms and Conditions, these Class A Terms and Conditions Agreement shall prevail.

1.2 Interpretation

Terms in these Class A Terms and Conditions, except where otherwise stated or where the context otherwise requires, shall be interpreted in the same way as set forth in clause 2 (Principles of Interpretation) of the Master Definitions Schedule.

2. THE CLASS A NOTES

2.1 Principal Amount

On the Closing Date, the Issuer issues the Class A Notes in an initial aggregate principal amount of EUR 671,200,000 and divided into 6,712 Class A Notes, each having an initial principal amount of EUR 100,000.

2.2 Form

The Class A Notes are issued in bearer form (*Inhaberschuldverscheibung*).

2.3 Global Note

(a) The Class A Notes are represented by a Global Note without interest coupons which is deposited with the Common Safekeeper. The Global Note shall be issued in a new global note form and shall be kept in custody by the Common Safekeeper for the relevant ICSD until all obligations of the Issuer under the Class A Notes represented by it have been satisfied. The Class A Notes represented by the Global Note may be transferred in book-entry form only.

(b) Definitive notes and interest coupons will not be issued.

(c) Copies of the form of the Global Note are available free of charge at the specified offices of the Paying Agent.

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

"Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States

income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code of 1986, as amended."

2.4 **Principal Amount**

(a) The Aggregate Outstanding Note Principal Amount of the Class A Notes represented by the Global Note shall be equal to the aggregate nominal amount from time to time entered in the records of both ICSDs in respect of the Global Note.

(b) Absent errors, the records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Class A Notes) shall be conclusive evidence of the Aggregate Outstanding Note Principal Amount of the Class A Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the Aggregate Outstanding Note Principal Amount of the Class A Notes so represented by the Global Note at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

(c) On any redemption or payment of principal or interest being made in respect of, or purchase and cancellation of, any of the Class A Notes represented by the Global Note, the Issuer shall procure that details of such redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered in the records of the ICSDs and, upon any such entry being made, the Aggregate Outstanding Note Principal Amount of the Class A Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate nominal amount of the Class A Notes so redeemed or purchased and cancelled or by the aggregate nominal amount of such principal payment. Each redemption or payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant ICSD shall not affect such discharge.

2.5 **Execution**

(a) The Global Note shall bear the manual or facsimile signatures of two duly authorised officers of the Issuer.

(b) The Global Note shall also bear the manual or facsimile signature of an authentication officer of the Paying Agent and the manual signature of an authorised officer of the relevant Common Safekeeper.

3. **STATUS; LIMITED RECOURSE; SECURITY**

3.1 **Status**

The obligations under the Class A Notes constitute direct and unsubordinated limited recourse obligations of the Issuer. All Class A Notes rank at least *pari passu* with all other current and future unsubordinated obligations of the Issuer. All Class A Notes rank *pari passu* among themselves, and payments shall be allocated *pro rata*.

3.2 **Subordination**

Subject to and in accordance with the applicable Priority of Payments, the Class A Notes rank prior to the Class B Note with respect to payment of principal and interest.

3.3 **Non-Petition and Limited Recourse against the Issuer**

(a) Non-Petition

(i) Until the date falling one year and one day after the Final Discharge Date, none of the Class A Noteholders nor any person on any Class A Noteholder's behalf shall initiate, or join any Person in initiating, an Insolvency Event in respect of the Issuer, provided that any such Class A Noteholder may join any proceedings or action under any applicable insolvency law that is initiated by any Person

other than such Class A Noteholder or one of such Class A Noteholder's Affiliates.

(ii) None of the Class A Noteholders shall (in respect to the Issuer) be entitled to take, or join in the taking of, any corporate action, legal proceedings or other procedure or step which would result in any applicable Priority of Payments not being complied with.

(b) Limited Recourse

Notwithstanding any other provision of these Class A Terms and Conditions, all obligations of the Issuer, to such Class A Noteholder, including, without limitation, the obligations, are limited in recourse as set out below:

(i) each Class A Noteholder shall have a claim only in respect of the Issuer Security and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the Issuer's other assets or its equity capital;

(ii) sums payable to each Class A Noteholder in respect of the Issuer's obligations to such Class A Noteholder shall be limited to the lesser of (y) the aggregate amount of all sums due and payable to such Class A Noteholder and (z) the aggregate amounts received, realised or otherwise recovered by or for the account of the Issuer in respect of the Issuer Security, whether pursuant to enforcement of the Issuer Security or otherwise, net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to or *pari passu* with sums payable to such Class A Noteholder; and

(iii) upon giving written notice to the Class A Noteholders that the Trustee has determined (in reliance on the certification delivered to it by the Seller) that there is no reasonable likelihood of there being any further realisations in respect of the Issuer Security (whether arising from an enforcement of the Issuer Security or otherwise) which would be available pursuant to the applicable Priority of Payments to pay unpaid amounts outstanding under the Class A Notes, the relevant Class A Noteholder shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

3.4 **Obligations under the Class A Notes**

The Class A Notes represent obligations of the Issuer only and do not represent an interest in, or constitute a liability or other obligations of any kind of the Seller, the Servicer, the Trustee, the Data Trustee, the Account Bank, the Cash Administrator, the Corporate Services Provider, the Arranger, the Managers, the Paying Agent, the Subordinated Lender, the Swap Counterparty, the Interest Determination Agent or any of their respective Affiliates or any third Person.

3.5 **Trustee and Issuer Security**

(a) The Issuer has entered into a trust agreement with the Trustee pursuant to which the Trustee acts as trustee (*Treuhänder*) and provides certain services for the benefit of the Beneficiaries.

(b) The Issuer grants or will grant security interests to the Trustee over the Issuer Security for the benefit of the Class A Noteholders and the other Beneficiaries.

(c) No Person (and in particular, no Beneficiary) other than the Trustee shall:

(i) be entitled to enforce any Issuer Security; or

(ii) exercise any rights, claims, remedies or powers in respect of the Issuer Security; or

(iii) have otherwise any direct recourse to the Issuer Security,

except through the Trustee.

(d) As long as any Class A Notes are outstanding, the Issuer shall ensure that a trustee is appointed and will have the functions referred to in Conditions 3.5(a), 3.5(b), 10.3 and 10.4 hereof.

4. INTEREST

4.1 Interest Periods

(a) Each Class A Note shall bear interest on its Outstanding Note Principal Amount during each Interest Period.

(b) Interest on the Class A Notes shall be payable monthly in arrears on each Payment Date.

4.2 Interest Rate

The interest rate for each Interest Period shall be EURIBOR plus 0.50 per cent. *per annum*.

The interest rate on the Class A Notes shall at any time be at least zero per cent.

4.3 Interest Amount

(a) On each EURIBOR Determination Date, the Interest Determination Agent determines the applicable EURIBOR for the Interest Period following such EURIBOR Determination Date and communicates such rate to the Cash Administrator.

(b) The Interest Amount payable on each Class A Note for the immediately following Interest Period shall be calculated by multiplying the relevant Interest Rate for the relevant Interest Period by the Day Count Fraction and by the relevant Outstanding Note Principal Amount (as outstanding at the end of the immediately preceding Payment Date or, in case of the first Interest Period, the Closing Date) and rounding the result to the nearest EUR 0.01 (with EUR 0.005 being rounded upwards) as determined by the Cash Administrator.

(c) The aggregate Interest Amount payable on the Class A Notes shall be equal to the relevant Interest Amount payable per Class A Note multiplied by the number of Class A Notes. Such aggregate Interest Amount shall be calculated by the Cash Administrator.

4.4 Notification of Interest Rate and Interest Amount

The Cash Administrator notifies each Interest Rate, the aggregate Interest Amount of all Class A Notes, the Interest Amount payable on each Class A Note, and the relevant Payment Date to the Issuer and the Servicer, and, if required by the rules of any stock exchange on which any of the Class A Notes are from time to time listed, to such stock exchange (i) without undue delay after their determination, but in no event later than on the Investor Reporting Date, and (ii) by including such information in each Investor Report.

4.5 Determinations Binding

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 hereof by the Interest Determination Agent or the Cash Administrator shall (in the absence of manifest error) be binding on the Issuer, the Paying Agent, the Cash Administrator and the Class A Noteholders.

4.6 **Default Interest**

Default interest will be determined in accordance with section 288 (1) and section 289 of the German Civil Code. This does not affect any additional rights that may be available to the Class A Noteholders.

5. **PAYMENTS**

5.1 **General**

(a) The Paying Agent arranges for the payments to be made under the Class A Notes in accordance with these Class A Terms and Conditions.

(b) Payment of principal and interest in respect of Class A Notes shall be made in EUR to the Clearing System or to its order for credit to the relevant participants in the ICSD for subsequent transfer to the Class A Noteholders.

(c) For the avoidance of doubt, these Class A Terms and Conditions shall not constitute a payment obligation of the Class A Noteholders towards the Issuer.

5.2 **Discharge**

(a) The Issuer shall be discharged by payment to, or to the order of, the relevant ICSD.

(b) The Issuer and the Paying Agent may call and, except in the case of manifest error, shall be at liberty to accept and place full reliance on as sufficient evidence thereof, a certificate or letter of confirmation issued on behalf of the relevant ICSD or any form of record made by it to the effect that at any particular time or throughout any particular period any particular Person is, was, or will be shown in the records of the relevant ICSD as a Class A Noteholder of a particular Class A Note.

5.3 **Business Day Convention**

Each Payment Date shall be subject to the Business Day Convention. For the avoidance of doubt, an adjustment shall be made to the relevant Interest Amount payable as a result of any deferral of a Payment Date pursuant to the Business Day Convention.

6. **DETERMINATIONS BY THE CASH ADMINISTRATOR**

6.1 The Cash Administrator has been appointed by the Issuer to calculate (on behalf of the Issuer and in accordance with the Cash Administration Agreement) on each Investor Reporting Date, *inter alia*, the Available Distribution Amount, as at such date for application of payments and the amounts to be paid according to the relevant Priority of Payments on the Payment Date immediately following such Investor Reporting Date.

6.2 All amounts payable under the Class A Notes and determined by the Cash Administrator for the purposes of these Class A Terms and Conditions shall, in the absence of manifest error, be final and binding.

7. **AMORTISATION**

7.1 The Issuer will redeem the Class A Notes subject to the Available Distribution Amount, and in accordance with the relevant Priority of Payments.

7.2 If on any Servicer Reporting Date, the Servicer or any Back-Up Servicer (as applicable) has not provided the Cash Administrator with the Servicer Report and on the Investor Reporting Date, the Cash Administrator cannot calculate the amount of principal to be redeemed, the Issuer will not redeem the Class A Notes on the relevant Payment Date.

7.3 The Issuer will continue to redeem the Class A Notes in accordance with Condition 7.1 hereof from the Payment Date in relation to which such Servicer or Back-Up Servicer, as the case may be, has provided the Cash Administrator with the Servicer Report on the Servicer Reporting Date immediately preceding such Payment Date.

8. PRIORITIES OF PAYMENTS

8.1 Priority of Payments prior to the Occurrence of an Enforcement Event

On each Payment Date prior to the occurrence of an Enforcement Event, the Available Distribution Amount shall be applied in accordance with the following order of priority (the "**Pre-Enforcement Priority of Payments**") where item (a) ranks highest and each subsequent item ranks lower than the ones preceding it so that payments as to payment obligations attributed to an item are made only if any and all payment obligations attributed to all items preceding it are settled:

(a) any due and payable Statutory Claims;

(b) any due and payable Trustee Expenses;

(c) any due and payable Administrative Expenses;

(d) any due and payable Servicing Fee to the Servicer;

(e) any due and payable Net Swap Payments and swap termination payments under the Swap Agreement to the Swap Counterparty (provided that the Swap Counterparty is not the defaulting party (as defined in the Swap Agreement) and there has been no termination of the Swap Agreement (due to a termination event relating to the Swap Counterparty's downgrade));

(f) any due and payable Class A Interest Amount on the Class A Notes, plus any Interest Shortfall of the Class A Notes;

(g) the Liquidity Reserve Required Amount to the Liquidity Reserve Account Ledger;

(h) the Class A Principal Redemption Amount in respect of the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;

(i) any due and payable Class B Interest Amount on the Class B Note, plus any Interest Shortfall of the Class B Note;

(j) the Class B Principal Redemption Amount in respect of the redemption of the Class B Note until the Aggregate Outstanding Note Principal Amount of the Class B Note is reduced to zero;

(k) in or towards payment of the Subordinated Swap Amount;

(l) any due and payable Subordinated Loan Interest, including any Subordinated Loan Interest Shortfall Amount;

(m) the Subordinated Loan Redemption Amount in respect of the redemption of the Subordinated Loan until the Subordinated Loan is reduced to zero; and

(n) any Excess Value to the Seller.

8.2 Priority of Payments after the Occurrence of an Enforcement Event

On each Payment Date after the occurrence of an Enforcement Event, the Available Distribution Amount shall be applied in accordance with the following order of priority (the "**Post-Enforcement Priority of Payments**") where item (a) ranks highest and each subsequent item ranks lower than the ones preceding it so that payments as to payment obligations attributed to an item are made only if any and all payment obligations attributed to all items preceding it are settled:

(a) any due and payable Statutory Claims;

(b) any due and payable Trustee Expenses;

(c) any due and payable Administrative Expenses;

(d) any due and payable Servicing Fee to the Servicer;

(e) any due and payable Net Swap Payments and swap termination payments under the Swap Agreement to the Swap Counterparty (provided that the Swap Counterparty is not the defaulting party (as defined in the Swap Agreement) and there has been no termination of the Swap Agreement (due to a termination event relating to the Swap Counterparty's downgrade));

(f) any due and payable Class A Interest Amount on the Class A Notes, plus any Interest Shortfall of the Class A Notes;

(g) any amount in respect of the redemption of the Class A Notes until the Aggregate Outstanding Note Principal Amount of the Class A Notes is reduced to zero;

(h) any due and payable Class B Interest Amount on the Class B Note, plus any Interest Shortfall of the Class B Note;

(i) any amount in respect of the redemption of the Class B Note until the Aggregate Outstanding Note Principal Amount of the Class B Note is reduced to zero;

(j) in or towards payment of the Subordinated Swap Amount;

(k) any due and payable Subordinated Loan Interest, including any Subordinated Loan Interest Shortfall Amount;

(l) any amounts in respect of the redemption of the Subordinated Loan until the Subordinated Loan is reduced to zero; and

(m) any Excess Value to the Seller.

9. REDEMPTION – MATURITY

9.1 Redemption

Unless previously redeemed in accordance with these Class A Terms and Conditions, each Class A Note shall be redeemed in full at its Outstanding Note Principal Amount on the Final Maturity Date.

9.2 Maturity

No Noteholders of any Class of Notes will have any rights under the Notes after the Final Maturity Date.

10. EARLY REDEMPTION FOR DEFAULT

10.1 The Issuer shall notify the Trustee without undue delay (*unverzüglich*) in writing if the Issuer becomes aware of the occurrence of any of the following Issuer Events of Default:

(a) the Issuer becomes Insolvent;

(b) the Issuer fails to make a payment of interest on the Class A Notes on any Payment Date (and such default is not remedied within two Business Days of its occurrence);

(c) the Issuer fails to perform or observe any of its other material obligations under these Class A Terms and Conditions or the Transaction Documents (other than the Subordinated Loan Agreement) and such failure is (if capable of being remedied) not remedied within 30 Business Days following written notice from the Trustee or any other Beneficiary; or

(d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Class A Notes, the Class B Note, or any Transaction Document.

10.2 Provided that such Issuer Event of Default is continuing at the time the Issuer becomes aware of the occurrence of such Issuer Event of Default, all Class A Notes (but not only some) will become due for redemption on the Payment Date following an Enforcement Notice has been served by the Trustee in accordance with Condition 10.1 in an amount equal to their then current Outstanding Note Principal Amounts plus accrued but unpaid interest.

10.3 Immediately upon the earlier of being informed of the occurrence of an Issuer Event of Default in accordance with Condition 10.1 hereof or in any other way, the Trustee shall serve an Enforcement Notice to the Issuer.

10.4 Upon the delivery of an Enforcement Notice by the Trustee to the Issuer, the Trustee (i) enforces the Security Interest over the Issuer Security, to the extent the Security Interest over the Issuer Security has become enforceable and (ii) applies the Available Distribution Amount on the Payment Date following the Enforcement Event and thereafter on each subsequent Payment Date in accordance with the Post-Enforcement Priority of Payments.

11. EARLY REDEMPTION – REPURCHASE OPTIONS

11.1 Repurchase upon the Occurrence of a Repurchase Event

(a) The Seller may upon at least five Business Days prior written notice to the Issuer (with a copy to the Trustee) exercise its option to repurchase the entire Portfolio on the Payment Date following such notice (or, if such notice is delivered to the Issuer less than five Business Days prior to such Payment Date, the next following Payment Date) at the Repurchase Price if a Repurchase Event has occurred, provided that:

(i) the Issuer and the Seller have agreed on the Repurchase Price (which shall at least be sufficient to redeem the Class A Notes in accordance with the applicable Priority of Payments); and

(ii) the Seller has agreed to reimburse the Issuer for any costs and expenses in respect of the repurchase and reassignment or retransfer of the Purchased Receivables.

(b) Upon receipt of a notice pursuant to Condition 11.1(a) hereof, the Issuer shall (i) resell all Purchased Receivables and the Ancillary Rights and shall release the Lease Collateral back to the Seller and (ii) upon receipt of and the corresponding Repurchase Price on the Distribution Account Ledger redeem all (but not only some) of the Notes on such Payment Date at their then current Outstanding Note Principal Amount.

11.2 Consent of the Trustee

Under the Trust Agreement, the Trustee has consented to the repurchase, re-assignment and retransfer (as applicable) of such Purchased Receivables (including the Ancillary Rights and the Lease Collateral) by the Issuer.

12. TAXES

Payments in respect of the Class A Notes shall only be made after deduction and withholding of current or future taxes under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, to the extent that such deduction or withholding is required by law. The Issuer shall account for the deducted or withheld taxes with the competent government agencies.

Neither the Issuer nor the Seller nor any other party is obliged to pay any amounts as compensation for deduction or withholding of taxes in respect of payments on the Class A Notes.

For the avoidance of doubt, such deductions or withholding of taxes will not constitute an Issuer Event of Default.

13. INVESTOR NOTIFICATIONS

As long as the Class A Notes are outstanding, with respect to each Payment Date, the Issuer, or the Cash Administrator on the Issuer's behalf, shall,

(a) generally and in the case of an early redemption pursuant to Condition 10 (Early Redemption for Default) hereof not later than on the Investor Reporting Date preceding the Payment Date or, as soon as available, or

(b) in the case of an early redemption pursuant to Condition 11.1 (Repurchase upon the Occurrence of a Repurchase Event) hereof not later than on the Investor Reporting Date preceding the Payment Date on which such redemption shall occur,

provide the Class A Noteholders with the Investor Report by making such Investor Report available on the website https://pivot.usbank.com/ of the Cash Administrator (or such other website as notified by the Cash Administrator to the Class A Noteholders in advance in accordance with Condition 14 (Form of Notices) hereof).

14. FORM OF NOTICES

All notices to the Class A Noteholders regarding the Class A Notes shall be (i) delivered to the relevant ICSD for communication by it to the Class A Noteholders on or before the date on which the relevant notice is given; (ii) published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or such other website as notified to the Class A Noteholders via the relevant ICSD or (iii) published in a leading daily newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) (or, if this is not practicable, in another leading English language newspaper having supra-regional circulation in Luxembourg) if and to the extent a publication in such form is required by applicable legal provisions and unless such publication can be arranged by a direct receipt of all Class A Noteholders. The Issuer shall also ensure that notices are duly published in compliance with the requirements of the relevant authority of each stock exchange on which the Class A Notes may be listed. Any notice referred to above shall be deemed to have been given to all Class A Noteholders on the date of first publication or direct receipt.

15. PAYING AGENT

15.1 Appointment of Paying Agent

The Issuer has appointed Elavon Financial Services DAC as the Paying Agent. The Paying Agent (including any substitute Agent) shall act solely as agent for the Issuer and shall not have any agency or trustee relationship or any relationship of a fiduciary nature with the Class A Noteholders.

15.2 Obligation to maintain a Paying Agent

The Issuer shall procure that as long as any of the Class A Notes are outstanding there shall always be a paying agent to perform the functions as set out in these Class A Terms and Conditions.

16. MISCELLANEOUS

16.1 Application of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – SchVG*)

The German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – SchVG*) applies to the Class A Notes with the exemption for section 5. Thus, changes to these Class A Terms and Condition require the unanimous consent of all Class A Noteholders.

16.2 **Presentation Period**

The presentation period for the Global Note provided in section 801 (1), sentence 1 of the German Civil Code shall end five years after the date on which the last payment in respect of the Class A Notes represented by the Global Note was due.

16.3 **Replacement of Global Notes**

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

16.4 **Place of Performance**

Place of performance of the Class A Notes shall be Frankfurt am Main.

16.5 **Severability**

Should any of the provisions hereof be or become invalid in whole or in part, the remaining provisions shall remain in force.

16.6 **Governing Law**

The Class A Notes and all of the rights and obligations of the Class A Noteholders (including any non-contractual obligations arising in connection herewith) and the Issuer under the Class A Notes shall be governed by the laws of Germany. The provisions of articles 470-3 to 470-19 of the Luxembourg law dated 10 August 1915 as amended on commercial companies regarding the representation of noteholders and noteholders' meetings do not apply to these Class A Terms and Conditions.

16.7 **Jurisdiction**

The competent courts in Frankfurt am Main shall have non-exclusive jurisdiction (*nicht-ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with the Notes. The German courts shall have exclusive jurisdiction over the annulment of the Global Notes in the event of their loss or destruction.

MATERIAL TERMS OF THE TRUST AGREEMENT

The following is the text of the material terms of the Trust Agreement between the Issuer, the Trustee, the Managers, the Subordinated Lender, the Data Trustee, the Corporate Services Provider, the Back-Up Servicer Facilitator, the Paying Agent, the Interest Determination Agent, the Swap Counterparty, the Cash Administrator, the Registrar, the Account Bank, the Seller, the Servicer and the Class B Note Purchaser. The text is attached to the Class A Terms and Conditions and constitutes an integral part of the Class A Terms and Conditions. In case of any overlap or inconsistency in the definition of a term or expression in the Trust Agreement and elsewhere in this Prospectus, the definition contained in the Trust Agreement will prevail.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND COMMON TERMS

1.1 Definitions

(a) Unless otherwise defined herein, capitalised terms used in this Agreement have the meanings ascribed to them in clause 1 (Definitions) of the master definitions schedule (the "**Master Definitions Schedule**") set out in schedule 1 of the master framework agreement (the "**Master Framework Agreement**") dated 15 July 2019 (as amended from time to time) and entered into by, among others, the Parties.

(b) In the event of any conflict between the Master Definitions Schedule and this Agreement, this Agreement shall prevail.

1.2 Interpretation

Terms in this Agreement, except where otherwise stated, shall be interpreted in the same way as set forth in clause 2 (Principles of Interpretation) of the Master Definitions Schedule.

1.3 Common Terms

(a) **Incorporation of Common Terms**

Except as provided below, schedule 2 (Common Terms) of the Master Framework Agreement shall apply to this Agreement and shall be binding on the Parties as if set out in full in this Agreement.

(b) **Common Terms and Priorities of Payment**

If there is any conflict between the provisions of schedule 2 (Common Terms) of the Master Framework Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail, always subject to compliance with clause 7 (Non-Petition and Limited Recourse against the Issuer) of part 1 (General Provisions) of the Common Terms. Nothing in this Agreement shall be construed as to prevail over or otherwise alter the respective applicable Priority of Payments.

2. APPOINTMENT OF THE TRUSTEE; POWERS OF ATTORNEY

2.1 The Issuer hereby appoints

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to hold and enforce certain security assets as security trustee for the benefit of the Beneficiaries in accordance with this Agreement, the English Security Deed and the Irish Security Deed. Intertrust Trustees GmbH hereby accepts such appointment by the Issuer.

2.2 Each of the Parties (other than the Trustee) hereby authorises and grants a power of attorney to the Trustee to:

(a) accept any pledge or other accessory right (*akzessorisches Sicherungsrecht*) or any assignment on behalf of the Beneficiaries;

(b) make and receive all declarations, statements and notices which are necessary or desirable in connection with this Agreement and the other Transaction Documents, including, without limitation with respect to any amendment of these agreements as a result or for the purpose of a substitution of a Beneficiary, and of any other security agreements that may be entered into in connection with this Agreement; and

(c) undertake all other necessary or desirable actions and measures, including, without limitation, the perfection of any Security Interest over the Issuer Security in accordance with this Agreement.

The power of attorney shall expire as soon as a substitute Trustee has been appointed pursuant to clause 20.3 (Effect of Termination) hereof. Upon the Trustee's request, the Parties shall provide the Trustee with a separate certificate for the powers granted in accordance with this clause 2.2.

3. DECLARATION OF TRUST (TREUHAND); REINTERPRETATION AS AGENCY AGREEMENT

3.1 The Trustee shall in relation to the Security Interests created under this Agreement and the Security Deed acquire, hold and enforce such Issuer Security which is assigned and transferred to the Trustee pursuant to this Agreement, the English Security Deed and the Irish Security Deed for the purpose of securing the Trustee Claim as trustee (*Treuhänder*) for the benefit of the Beneficiaries, and shall act in accordance with the terms and subject to the conditions of this Agreement, the English Security Deed and the Irish Security Deed in relation to the Issuer Security. The Parties agree that the Issuer Security shall not form part of the Trustee's estate, irrespective of which jurisdiction's insolvency proceedings apply.

3.2 In relation to any jurisdiction the courts of which would not recognise or give effect to the trust (*Treuhand*) expressed to be created by this Agreement, the relationship of the Issuer and the Beneficiaries to the Trustee shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the Parties.

3.3 To the fullest extent legally possible, the Beneficiaries hereby release the Trustee from the restrictions on self-dealing under section 181 of the German Civil Code and any similar provision under any applicable laws.

4. CONFLICT OF INTEREST

In case of a conflict of interest between Beneficiaries, the Trustee shall give priority to their respective interests in the order set out in the applicable Priority of Payments, provided that if there is a conflict of interest between holders of different Classes of Notes the Trustee shall give priority to the holders of Class A Notes and then to the holder of Class B Note.

5. CONTRACT FOR THE BENEFIT OF THE NOTEHOLDERS

This Agreement grants the Noteholders the right to demand that the Trustee performs the Trustee Services (contract for the benefit of a third party (*echter Vertrag zugunsten Dritter*) pursuant to section 328(1) of the German Civil Code). For the avoidance of doubt, section 334 of the German Civil Code shall be applicable.

6. TRUSTEE SERVICES, LIMITATIONS

6.1 The Trustee shall provide the following services (the "**Trustee Services**") subject to and in accordance with this Agreement:

(a) The Trustee shall hold, collect, enforce and release in accordance with the terms and subject to the conditions of this Agreement, the English Security Deed, the Irish Security Deed and the other Transaction Documents, the Security Interests in the Issuer Security.

(b) The Trustee shall hold the Issuer Security at all times separate and distinguishable from any other assets the Trustee may have.

(c) The Trustee shall collect and enforce (as applicable) the Issuer Security only in accordance with the German Legal Services Act (*Rechtsdienstleistungsgesetz*), if applicable, as may be amended from time to time.

(d) If, following the occurrence of an Issuer Event of Default, the Trustee becomes aware that the value of the Issuer Security is at risk, the Trustee shall in its reasonable discretion take or cause to be taken all actions which in the opinion of the Trustee are necessary or desirable to preserve the value of the Issuer Security. The Issuer and the Servicer will inform the Trustee without undue delay (*unverzüglich*) upon becoming aware that the value of the Issuer Security is at risk.

6.2 **Limitations**

(a) No provision of this Agreement will require the Trustee to do anything which may be illegal or contrary to applicable law or regulations or extend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers or otherwise in connection with this Agreement, if the Trustee determines in its sole discretion that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(b) If the Trustee deems it necessary or advisable, it may, at the expense of the Issuer, request any advice from third parties as it deems appropriate, provided that any such advisor is a Person the Trustee believes is reputable and suitable to advise it. The Trustee may fully rely on any such advice from a third party and shall not be liable for any Damages resulting from such reliance.

(c) The Trustee when performing any obligation on behalf of the Issuer, shall be entitled to request from the Issuer to provide the Trustee with any assistance as required by the Trustee in order to carry out the Issuer's obligation.

(d) The Trustee shall not be responsible for, and shall not be required to investigate, monitor, supervise or assess, the validity, suitability, fairness, value, sufficiency, existence and enforceability of any or all of the Issuer Security and any Security Interest, the Notes or any Transaction Document or the occurrence of an Issuer Event of Default. Moreover, the Trustee shall not be liable for any action or failure to act of the Issuer or of other parties to the Transaction Documents or a loss of documents in relation to any of the transactions contemplated by the Transaction Documents, except to the extent directly attributable to a violation of the standard of care which it would exercise in its own affairs.

(e) The Trustee will not be precluded or in any way limited from entering into contracts with respect to other transactions.

(f) Unless explicitly stated otherwise in the Transaction Documents to which the Trustee is a party and subject to the principles of good faith (*Treu und Glauben*), reports, notices, documents and any other information received by the Trustee pursuant to the Transaction Documents is for information purposes only and the Trustee is not required to take any action as a consequence thereof or in connection therewith.

(g) In connection with the performance of its obligations hereunder or under any other Transaction Document to which it is a party, the Trustee may rely upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties and, for the avoidance of doubt, the Trustee shall not be responsible for any loss, cost, Damages or expenses that may result from such reliance.

6.3 **Acknowledgement**

The Trustee has been provided with copies of the Transaction Documents and is aware of the contents thereof.

7. **LIABILITY OF TRUSTEE**

The Trustee shall be liable for breach of its obligations under this Agreement and the obligations of any of its directors or delegates only if and to the extent that it fails to meet the standard of care which it would exercise in its own affairs.

8. **DELEGATION**

8.1 **Delegation by the Trustee**

(a) The Trustee may, at its own costs, subject to the prior written consent of the Issuer (which shall not be unreasonably withheld) transfer, sub-contract or delegate the Trustee Services, provided that upon the occurrence of an Enforcement Event or if in the Trustee's reasonable opinion, an Enforcement Event is imminent, the Trustee may at the Issuer's cost and without the Issuer's consent being required transfer, sub-contract or delegate the Trustee Services. The Trustee shall notify the Seller of any transfer, sub-contract or delegation of the Trustee Services.

(b) If any of the Trustee Services requires a registration under the German Legal Services Act (Rechtsdienstleistungsgesetz), the Trustee shall, at the cost of the Issuer, delegate such Trustee Service if it is not registered itself, to a suitable entity which shall act on behalf of the Trustee.

(c) The Trustee shall remain liable for diligently selecting and providing initial instructions to any delegate appointed by it hereunder in accordance with the standard of care which it would use in its own affairs, provided that the Trustee shall remain fully liable for any actions of a delegate, unless:

(i) the Trustee assigns (to the extent legally and contractually possible) to the Issuer any payment claims that the Trustee may have against any delegate referred to in this clause 8.1 arising from the performance of the Trustee Services by such delegate in connection with any matter contemplated by this Agreement in order to secure the claims of the Issuer against the Trustee;

(ii) the Trustee procures that the delegate shall be obliged to apply at all times the Standard of Care in performing the Trustee Services delegated to it;

(iii) the degree of creditworthiness and financial strength of such delegate is at all times comparable to the degree of creditworthiness and financial strength of the Trustee;

(iv) the delegate is, to the extent applicable with respect to the delegated Trustee Services, either (a) a merchant (*Kaufmann*) within the meaning of sections 1 and 2 of the German Commercial Code (*Handelsgesetzbuch*) or (b) an entity incorporated under any other than German law with a similar legal status referred to under (a); and

(v) the agreement between the Trustee and the delegate qualifies as agency agreement (*Geschäftsbesorgungsvertrag*) under German law and does not provide for any restrictions on the assignment of the claims thereunder.

8.2 **Delegation by the Issuer**

The Issuer shall at all times be entitled to perform its obligations hereunder through competent third parties.

9. TRUSTEE CLAIM

9.1 The Issuer hereby irrevocably and unconditionally, by way of an independent promise to perform obligations (*abstraktes Schuldversprechen*), promises to pay, whenever an Issuer Obligation that is payable by the Issuer to a Beneficiary has become due (*fällig*), an equal amount to the Trustee (the "**Trustee Claim**").

9.2 The Trustee Claim shall rank with the same priority as the Issuer Obligations.

9.3 The Trustee Claim is separate and independent from any claims in respect of the Issuer Obligations, provided that:

(a) the Trustee Claim shall be reduced to the extent that any payment obligations under the Issuer Obligations have been discharged (*erfüllt*);

(b) the payment obligations under the Issuer Obligations shall be reduced to the extent that the Trustee Claim has been discharged (*erfüllt*); and

(c) the Trustee Claim shall correspond to the Issuer's payment obligations under the Issuer Obligations.

9.4 The Trustee Claim will become due (*fällig*), if and to the extent that the Issuer Obligations have become due (*fällig*).

10. TRUSTEE'S CONSENT TO REPURCHASES AND REASSIGNMENTS

10.1 Trustee's Consent in relation to Repurchases based on Deemed Collections

The Trustee herewith consents (*Einwilligung* within the meaning of section 185(1) of the German Civil Code) to the reassignment by the Issuer to the Seller of any Purchased Receivables (including the Ancillary Rights) (to the extent that such Purchased Receivables (including the Ancillary Rights) have been or will have been assigned by the Seller to the Issuer under the Receivables and Servicing Purchase Agreement) and to the retransfer of the relevant Related Collateral (if any) (to the extent that such Related Collateral has been or will have been transferred by the Seller to the Issuer under the Receivables and Servicing Purchase Agreement) in performance of a Deemed Collection that is made in accordance with in performance of a Deemed Collection or in accordance with clause 5 (Deemed Collections) of the Receivables and Servicing Purchase Agreement.

10.2 Trustee's Consent in relation to Repurchases based on Repurchase Options

(a) The Trustee herewith consents (*Einwilligung* within the meaning of section 185 (1) of the German Civil Code) to the reassignment by the Issuer to the Seller of any Purchased Receivables (including the Ancillary Rights) (to the extent that such Purchased Receivables (including the Ancillary Rights) have been or will have been assigned by the Seller to the Issuer under the Receivables and Servicing Purchase Agreement) and to the retransfer of the relevant Lease Collateral (to the extent that such Lease Collateral has been or will have been transferred by the Seller to the Issuer under the Receivables and Servicing Purchase Agreement) in performance of a Deemed Collection or in accordance with clause 12 (Repurchase Option upon the Occurrence of a Repurchase Event) of the Receivables and Servicing Purchase Agreement.

(b) The Trustee shall upon receipt of a Repurchase Notice with respect to a Repurchase Event revoke its consent to the sale by the Issuer and repurchase by the Seller of the Purchased Receivables (including the Ancillary Rights and any Lease Collateral), if:

(i) the Issuer does not have, after receipt of the Repurchase Price, sufficient funds available to redeem the Class A Notes in accordance with the applicable Priority of Payments; or

(ii) the Seller did not agree to reimburse the Issuer's costs and expenses (if any) in respect of such sale and repurchase of the Purchased Receivables.

In such case, the Issuer shall not be entitled to sell and the Seller shall not be entitled to repurchase the Purchased Receivables.

The Cash Administrator will deliver all information to the Trustee which is necessary to make the determinations as set out in this clause 10.2(b).

For the avoidance of doubt, the Trustee shall not be obliged to verify the compliance of the Repurchase Notice with the prerequisites set out in clause 10.2(a), in particular whether the relevant repurchase complies with the prerequisites of clause 12 (Repurchase Option upon the Occurrence of a Repurchase Event) of the Receivables and Servicing Purchase Agreement.

11. CREATION OF SECURITY

11.1 The Issuer hereby assigns and transfers the following rights and claims (including any contingent rights (*Anwartschaftsrechte*) to such rights and claims) to the Trustee:

(a) all Purchased Receivables together with any Ancillary Rights as transferred by the Seller to the Issuer pursuant to the Receivables and Servicing Purchase Agreement and all rights, claims and interests relating thereto;

(b) the Lease Collateral, including the rights and title to the related Leased Object relating to the Purchased Receivable which are identified by the relevant identification feature set forth in the Offer Letter and all other identifiers and/or objects required for the identification of the Leased Objects delivered by the Issuer for identification purposes to the Trustee; and

(c) all rights, claims and interests which the Issuer is now or may hereafter become entitled to from any Transaction Party under the German Transaction Documents;

Each case (a) to (c) above includes any and all related non-ancillary (*selbständige*) and ancillary (*unselbständige*) rights to determine unilaterally legal relationships (*Gestaltungsrechte*), including any termination rights (*Kündigungsrechte*).

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

11.3 The Trustee hereby accepts the assignment and the transfer of the Issuer Security and any security related thereto and the covenants of the Issuer hereunder. The Trustee now retransfers, under the condition precedent of the full and final fulfilment of the Issuer Secured Obligations, title (*Sicherungseigentum*) to the Leased Objects to the Issuer. The Issuer accepts such retransfer.

11.4 The Issuer Security which is initially assigned and transferred from the Seller to the Issuer under Receivables and Servicing Purchase Agreement shall pass to the Trustee on the Closing Date, and any future Issuer Security relating to further purchases of Receivables under the Receivables and Servicing Purchase Agreement shall directly pass to the Trustee on the date on which such Issuer Security arises, and in each case at the earliest at the time at which the Issuer has acquired the rights and claims of which the relevant Issuer Security consists.

11.5 The Issuer undertakes to assign and transfer to the Trustee, on the terms and conditions and for the purposes set out herein, any rights and claims under any future Transaction Document.

11.6 To the extent that title to the Issuer Security cannot be transferred by sole agreement between the Issuer and the Trustee as contemplated by clause 11, the Issuer and the Trustee agree that:

(a) with respect to the Leased Objects, the delivery (*Übergabe*) necessary to effect the transfer of title for security purposes with regard to the Leased Objects and any other moveable Ancillary Rights with regard to any subsequently inserted parts thereof or with regard to any subsequently arising co-ownership interest, is hereby substituted by the agreement between the Issuer and the Trustee that the Issuer hereby assigns to the Trustee all claims, present and future, to request transfer of possession (*Abtretung aller Herausgabeansprüche* – section 931 of the German Civil Code (*Bürgerliches Gesetzbuch*)) against any third party (including the Seller, the Servicer, the Back-Up-Servicers and any Lessee) which is in the direct possession (*unmittelbarer Besitz*) or indirect possession (*mittelbarer Besitz*) of the Leased Objects or other moveable Ancillary Rights. In addition to the foregoing, it is hereby agreed between the Issuer and the Trustee that in the event that (but only in the event that) the related Leased Object or other moveable Ancillary Rights are in the Issuer's direct possession (*unmittelbarer Besitz*), the Issuer shall hold possession on behalf of the Trustee and shall grant the Trustee indirect possession (*mittelbarer Besitz*) of the related Leased Object and other moveable Ancillary Rights by keeping it with due care free of charge (*als unentgeltlicher Verwahrer*) for the Trustee until the related Leased Object or other moveable Ancillary Rights is released or replaced in accordance with the Transaction Documents;

(b) any notice to be given in order to effect transfer of title in the Issuer Security shall immediately be given by the Issuer in such form as the Trustee requires, and the Issuer hereby agrees that if it fails to give such immediate notice, the Trustee is hereby irrevocably authorised to give such notice on behalf of the Issuer; and

(c) any other thing to be done, form to be filed or registration to be made to perfect a first priority security interest in the Assigned Rights for the benefit of the Trustee in favour of the Beneficiaries shall be immediately done, filed or made by the Issuer at its own costs.

The Trustee hereby accepts each of the fore-going assignments and transfers.

11.7 All Parties hereby acknowledge that the rights and claims of the Issuer which constitute the Issuer Security and which have arisen under contracts and agreements between the Issuer and the Parties and which are owed by such Parties, are assigned to the Trustee and that the Issuer is entitled to continue to exercise and collect such rights and claims only in accordance with the Receivables and Servicing Purchase Agreement and the other provisions hereof and subject to the restrictions contained in this Agreement. Upon notification to any Party by the Trustee in respect of the occurrence of an Enforcement Event, the Trustee shall be entitled to exercise the rights of the Issuer under the Transaction Documents, pursuant to this Agreement, including, without limitation, the right (i) to give instructions to each such Party, (ii) to appoint new or replace Transaction Parties, (iii) to send notices to the relevant Transaction Party, and (iv) to terminate the relevant Transaction Document, in each case pursuant to the relevant Transaction Document and each Party agrees to be bound by such actions of the Trustee given pursuant to the relevant Transaction Document(s) to which such Party is a party. If the Trustee intends to initiate any enforcement measures in accordance with this Agreement, the Issuer shall provide the Trustee with the Confidential Data Report.

11.8 The Parties hereby acknowledge that the Issuer has, pursuant to the English Security Deed, assigned to the Trustee all its present and future rights, claims, title, benefits and interest in, to and under the Swap Agreement all other proceeds relating to or arising from the above and all cash and other property at any time and from time to time receivable or distributable in respect of or in exchange therefore.

11.9 The Parties hereby acknowledge that the Issuer has, pursuant to the Irish Security Deed, assigned to the Trustee all its present and future rights, claims, title, benefits and interest in, to and under the Transaction Accounts all other proceeds relating to or arising from the above and all cash and other property at any time and from time to time receivable or distributable in respect of or in exchange therefore.

12. PURPOSE OF SECURITY

The Issuer Security has been granted to the Trustee to provide security for the Issuer Secured Obligations.

13. INDEPENDENT SECURITY INTERESTS

Each Security Interest created by this Agreement is independent of any other security or guarantee for or to the Beneficiaries or any of them that has been granted for the benefit of the Trustee and/or any Beneficiary with respect to any obligations of the Issuer. No such other security or guarantee shall have any effect on the existence or substance of the Security Interests granted under or within this Agreement. This Agreement shall not apply to any such other security or guarantee.

14. ADMINISTRATION OF ISSUER SECURITY PRIOR TO AN ENFORCEMENT NOTICE

14.1 Prior to the delivery of an Enforcement Notice to the Issuer and subject to clause 14.3, the Issuer is authorised, in the course of its ordinary business (*gewöhnlicher Geschäftsbetrieb*) and in each case subject to and in accordance with the Transaction Documents, to:

(a) collect on its own behalf any payments to be made in respect of the Issuer Security from the relevant debtors into the Distribution Account Ledger and to exercise any rights connected therewith;

(b) enforce claims arising under the Issuer Security and exercising rights on its own behalf;

(c) dispose of the Issuer Security in accordance with the Transaction Documents (including to resell and to reassign them to the Seller in accordance with the Receivables and Servicing Purchase Agreement);

(d) dispose of any amounts standing to the credit of the Transaction Accounts in accordance with the Transaction Documents and enforce any rights or claims in respect of the Transaction Accounts; and

(e) exercise any other rights and claims under the Transaction Accounts.

14.2 Subject to clause 14.3, the Issuer is authorised to delegate, and has delegated, its rights set out in clause 14.1 to the Servicer in order for the Servicer to collect and enforce the Purchased Receivables in accordance with the Receivables and Servicing Purchase Agreement.

14.3 **The Trustee**

(a) shall revoke in whole its consent and authorisation to the actions by the Issuer set out in clause 14.1 at any time before the delivery of an Enforcement Notice to the Issuer if the Servicer becomes Insolvent; and

(b) may revoke, in whole or in part, its consent and authorisation to the actions by the Issuer set out in clause 14.1 at any time before the delivery of an Enforcement Notice to the Issuer if, in the Trustee's opinion, such revocation is necessary to protect material interests of the Beneficiaries (including, but not limited to, upon the occurrence of an Insolvency Event with respect to the Issuer or the occurrence of a Servicer Termination Event (other than in case of an Insolvency Event with respect to the Servicer for which clause 14.3(a) applies)).

After any such revocation, the Issuer shall without undue delay (*unverzüglich*) revoke the Collection Authority granted to the Servicer pursuant to clause 14.2 above. The Issuer authorises the Trustee to declare such revocation on behalf of the Issuer.

15. ADMINISTRATION OF ISSUER SECURITY AFTER AN ENFORCEMENT NOTICE

15.1 After delivery of an Enforcement Notice, only the Trustee is authorised to administer the Issuer Security. The Trustee shall give notice to this effect to the relevant Beneficiaries with a copy to the Issuer.

15.2 The Trustee shall delegate its rights pursuant to clause 15.1 above to the Servicer or the Back-Up Servicer, as the case may be.

16. ENFORCEMENT OF SECURITY INTERESTS IN ISSUER SECURITY

16.1 Enforceability

The Security Interests in the Issuer Security shall become enforceable if the Trustee Claim has become due (*fällig*) in whole or in part (including, without limitation, upon the occurrence of an Issuer Event of Default and the Notes having become due pursuant to the respective Condition 10 (Early Redemption for Default)).

16.2 Notification of the Issuer and the Beneficiaries

(a) The Issuer shall notify the Trustee without undue delay (*unverzüglich*) in writing if the Issuer becomes aware of the occurrence of any of the following Issuer Event of Default.

(b) Immediately upon the earlier of being informed of the occurrence of an Issuer Event of Default (i) in accordance with clause 16.2(a) above or (ii) in any other way the Trustee shall, if the Trustee Claim has become due, serve an Enforcement Notice to the Issuer.

16.3 Enforcement of the Security Interests in the Issuer Security

(a) Upon the delivery of the Enforcement Notice, the Trustee shall in its sole discretion and subject to any restrictions applicable to enforcement proceedings initiated or to be initiated against the Issuer, institute such proceedings against the Issuer and take such action as the Trustee may think fit to enforce all or any part of the Security Interests over the Issuer Security.

(b) Unless not expedient in the Trustee's reasonable discretion, the enforcement shall be performed by way of exercising (*ausüben*) any right granted to the Trustee under this Agreement and subsequently collecting (*einziehen*) payments made on any such right into the Issuer Account or, if the Trustee deems it necessary or advisable, to another account opened in the Trustee's name.

(c) The Issuer waives any right it may have of first requiring the Trustee to proceed against or enforce any other rights or security or claim for payment from any Person before enforcing the security created by this Agreement.

(d) Upon the delivery of an Enforcement Notice, the Trustee shall be entitled to withdraw any instructions made by the Issuer to a third party in respect of any Security Asset. In particular, the Trustee may in accordance with clause 7.16 (Revocation of Collection Authority) of the Receivables and Servicing Purchase Agreement terminate the appointment of the Servicer under the Receivables Purchase and Servicing Agreement and withdraw its collection authority and power granted therein.

(e) Upon receipt of a copy of an Enforcement Notice from the Trustee, the Parties (other than the Issuer and the Trustee) shall act solely in accordance with the instructions of the Trustee and shall comply with any direction expressed to be given by the Trustee in respect of such Parties' duties and obligations under the Transaction Documents.

16.4 **Application of Available Distribution Amount after an Enforcement Event**

Upon the occurrence of an Enforcement Event, the Trustee shall apply the Available Distribution Amount in accordance with the Post-Enforcement Priority of Payments on each Payment Date.

16.5 **Binding Determinations**

All determinations and calculations made by the Trustee shall, in the absence of manifest error, be final and binding (*unwiderlegbare Vermutung*) in all respects and binding upon the Issuer and each of the Beneficiaries. In making any determinations or calculations in accordance with this Agreement, the Trustee may rely on any information given to it by the Issuer and the Beneficiaries without being obliged to verify the accuracy of such information.

16.6 **Assistance**

The Issuer shall render at its own expense all necessary and lawful assistance in order to facilitate the enforcement of the Issuer Security in accordance with this clause 16.

16.7 **Taxes**

If the Trustee is compelled by law to deduct or withhold any taxes, duties or charges under any applicable law or regulation, the Trustee shall make such deductions or withholdings. The Trustee shall not be obliged to pay additional amounts as may be necessary in order that the net amounts after such withholding or deduction shall equal the amounts that would have been payable if no such withholding or deduction had been made.

17. RELEASE OF SECURITY INTERESTS OVER ISSUER SECURITY

The Trustee shall release and shall be entitled to release any Security Interest in the Issuer Security in respect of which the Trustee is notified by the Issuer that the Issuer has disposed of such Issuer Security in accordance with the Transaction Documents.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

18.1 **Representations and Warranties**

(a) The Issuer hereby represents and warrants to the Trustee (by way of an independent guarantee irrespective of fault within the meaning of section 311(1) of the German Civil Code (*selbständiges verschuldensunabhängiges Garantieversprechen*) that the Issuer Representations and Warranties are correct on the Signing Date and will be correct on the Closing Date, and the Issuer shall repeat the Issuer Representations and Warranties on each Payment Date; and

(b) In addition, the Issuer represents to the Trustee on the Closing Date that:

(i) the Issuer has as of the date hereof full title to the Issuer Security and may freely dispose thereof and the Issuer Security are not in any way encumbered nor subject to any rights of third parties (save for those created pursuant to this Agreement); and

(ii) the Issuer has taken all necessary steps to enable it to grant the Security Interest in the Issuer Security and that it has taken no action or steps to prejudice its right, title and interest in and to the Issuer Security.

18.2 **Covenants**

(a) The Issuer hereby covenants to the Trustee on the terms set out in the Issuer Covenants.

(b) In addition, the Issuer hereby covenants to the Trustee that as of the date hereof it does and, so long as any liabilities are outstanding under the Transaction Documents, it will:

(i) provide the Trustee without undue delay (*unverzüglich*) at its request with all information and documents (at the Issuer's cost) which it has or which it can provide and which are necessary or desirable for the purpose of performing its duties under this Agreement and give the Trustee at any time such other information as it may reasonably demand;

(ii) cause to be prepared and certified by the auditors in respect of each financial year annual accounts after the end of the financial year in such form as will comply with the requirements of Luxembourg as amended from time to time;

(iii) at all times keep proper books of account and allow the Trustee and any Person appointed by the Trustee to whom the Issuer shall have no reasonable objection, upon prior notice, free access to such books of account at all reasonable times during normal business hours for purposes of verifying and enforcing the Issuer Security and give any information necessary for such purpose, and make the relevant records available for inspection;

(iv) take all reasonable steps to maintain its legal existence, comply with the provisions of its constitutional documents and obtain and maintain any license required to do business in any jurisdiction relevant in respect of the transaction contemplated by the Transaction Documents;

(v) procure that all payments to be made to the Issuer under this Transaction and the Transaction Documents are made to the relevant Transaction Account and immediately transfer any amounts paid otherwise to the Issuer to the relevant Transaction Account;

(vi) forthwith upon becoming aware thereof give notice in writing to the Trustee of the occurrence of any condition, event or act which with the giving of notice and/or the lapse of time and/or the issue of a certificate might adversely affect the validity or enforceability of this Agreement or the occurrence of an Issuer Event of Default and any termination right thereunder being exercised;

(vii) not take, or knowingly permit to be taken, any action which would amend, terminate or discharge or prejudice the validity or effectiveness of any of the Transaction Documents or which, subject to the performance of its obligations thereunder, could adversely affect the rating of the Class A Notes by the Rating Agencies, or permit any party to the Transaction Documents to be released from its obligations thereunder;

(viii) not sell, assign, transfer, pledge or otherwise encumber (other than as ordered by court action) any of the Issuer Security and refrain from all actions and failures to act which may result in a significant decrease in the aggregate value or in a loss of the Issuer Security, except as expressly permitted by the Transaction Documents;

(ix) to the extent that there are indications that any relevant party (other than the Issuer) does not properly fulfil its obligations under any of the Transaction Documents which form part of the Issuer Security, to exercise the Issuer Standard of Care, take all necessary and reasonable actions to prevent the value or enforceability of the Issuer Security from being jeopardised;

(x) notify the Trustee without undue delay (*unverzüglich*) upon becoming aware of any event or circumstance which might adversely affect the value of the Issuer Security and, if the rights of the Trustee in such assets are impaired or jeopardised by way of an attachment or other actions of third parties, send to the Trustee a copy of the attachment or transfer order or of any other document on which the enforcement of the third party is based, as well as all further documents which are required or useful to enable the Trustee to file proceedings and take other actions in defense of its rights;

(xi) in accordance with the Corporate Services Agreement, execute any additional documents and take any further actions as the Trustee may reasonably consider necessary or appropriate to give effect to this Agreement, the Terms and Conditions and the Issuer Security; and

(xii) in the context of the handling and processing of this Transaction and any debtor-related data which is protected pursuant to the General Data Protection Regulation and the German Data Protection Act (*Bundesdatenschutzgesetz*), the Issuer undertakes to only provide such personal data (i) to or (pursuant to clause 7 (Sub-Processing) of the data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in schedule 2 (Data Processing Agreement) to the order of the Trustee, (ii) the Corporate Services Provider, (iii) the Servicer and (iv) the Back-Up Servicer, in each case where and to the extent provided for in the Transaction Documents, or (v) any professional advisers or auditors being subject to professional secrecy, and that no such debtor-related data will at any time be provided to any other Transaction Party, in particular, to any Noteholder. By entering into this Agreement, the Issuer and the Trustee hereby enter into the data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in schedule 2 (Data Processing Agreement). The data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in schedule 2 (Data Processing Agreement) is an integral part of this Agreement and in particular (but without limitation), clause 1 (Definitions, Interpretation and Common Terms) hereof applies to the relevant data processing agreement (*Auftragsdatenverarbeitungsvereinbarung*) as set out in schedule 2 (Data Processing Agreement).

19. FEES, COSTS AND EXPENSES; TAXES

19.1 Trustee Fees

The Issuer shall pay to the Trustee the fees for the services provided under this Agreement, the English Security Deed and the Irish Security Deed and costs and expenses, plus any VAT as separately agreed between the Issuer and the Trustee in a side letter dated on or about the date hereof. The Trustee shall copy all invoices sent to the Issuer to the Cash Administrator.

19.2 Taxes

(a) The Issuer shall bear all transfer taxes and other similar taxes or charges which are imposed, among others, in Luxembourg or Germany on or in connection with:

(i) the creation, holding or enforcement of security under this Agreement or any other agreement relating thereto;

(ii) any measure taken by the Trustee pursuant to the terms and conditions of this Agreement or any other Transaction Document; and

(iii) the execution of this Agreement or any other Transaction Document.

(b) All payments of fees and reimbursements of expenses to the Trustee shall include any turnover taxes, value-added taxes or similar taxes, other than taxes on the Trustee's overall income or gains.

20. TERM; TERMINATION

20.1 Term

This Agreement shall automatically terminate on the Final Discharge Date.

20.2 Termination

The Parties may only terminate this Agreement for good cause (*aus wichtigem Grund*).

20.3 **Effect of Termination**

(a) Upon a termination of this Agreement in accordance with clause 20.2 (Termination), the Issuer, subject to the Beneficiaries' (excluding the Noteholders) consent (not to be unreasonably withheld) shall appoint a substitute Trustee substantially on the same terms as set out in this Agreement as soon as practicable.

(b) Such substitute Trustee shall assume the rights, obligations and authorities of the Trustee and shall comply with all duties and obligations of the Trustee hereunder and have all rights, powers and authorities of the Trustee hereunder and any references to the Trustee shall in such case be deemed to be references to the substitute Trustee.

(c) In the case of a substitution of the Trustee, the Trustee shall without undue delay (*unverzüglich*) assign the assets and other rights it holds as trustee under this Agreement to the substitute Trustee and, without prejudice to this obligation, the Trustee authorizes the Issuer, and the Beneficiaries (other than the Noteholders) expressly consent to such authorisation, to effect such assignment on behalf of the Trustee to such substitute Trustee.

(d) In the event of a termination of this Agreement by the Issuer due to good cause (*wichtiger Grund*) caused by the Trustee by violation of the standard of care set out in clause 7 (Liability of Trustee), the Trustee shall bear all costs and expenses reasonably and properly incurred and directly associated with the appointment of a substitute Trustee up to a maximum amount EUR 7,500. For the avoidance of doubt, the costs to be reimbursed will not include any difference in fees charged by the substitute Trustee as compared to the fees charged by the old Trustee.

20.4 **Post-contractual duties of the Trustee**

(a) In case of any termination of this Agreement under this clause 20, the Trustee shall continue to perform its duties under this Agreement until the Issuer has effectively appointed a substitute Trustee.

(b) To the extent legally possible, all rights (including any rights to receive the fees set out in clause 19 (Fees, Costs and Expenses; Taxes) on a *pro rata temporis* basis for the period during which the Trustee continues to render its services hereunder) of the Trustee under this Agreement remain unaffected until a substitute Trustee has been validly appointed.

(c) Subject to mandatory provisions under German law, the Trustee shall co-operate with the substitute Trustee and the Issuer in effecting the termination of the obligations and rights of the Trustee hereunder and the transfer of such obligations and rights to the substitute Trustee.

21. CORPORATE OBLIGATIONS OF THE TRUSTEE

No recourse under any obligation, covenant, or agreement of the Trustee contained in this Agreement shall be had against any Senior Person of the Trustee. Any personal liability of a Senior Person of the Trustee is explicitly excluded, provided that such exclusion shall not release any Senior Person of the Trustee from any liability arising from wilful misconduct (*Vorsatz*) by such Senior Person of the Trustee.

22. NO OBLIGATION TO ACT

The Trustee is only obliged to perform its obligations under this Agreement if, and to the extent that, it is convinced that it will be indemnified for and secured to its satisfaction for all Damages, costs and expenses which it incurs and which are to be indemnified or paid pursuant to this Agreement.

23. MERGER OF ENTITIES

Any corporation into which the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank may be merged or converted, or any corporation with which the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank (as applicable) shall be a party, or any corporation, including affiliated corporations, to which the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank (as applicable) shall sell or otherwise transfer: (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating requirements set out in this Agreement become the successor Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank (as applicable) under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, unless otherwise required by the Issuer, and after the said effective date all references in this Agreement to the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank (as applicable) shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer by the Cash Administrator, Paying Agent, Interest Determination Agent or Account Bank (as applicable).

OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS

The following is an overview of certain provisions of the principal Transaction Documents relating to the Notes. The overview is qualified in its entirety by reference to the detailed provisions of the relevant Transaction Documents. The Transaction Documents are governed by the laws of the Federal Republic of Germany, except for (i) the Swap Agreement and the English Security Deed which are governed by English law, (ii) the Irish Security Deed which is governed by Irish law and (iii) the Corporate Services Agreement which is governed by the laws of Luxembourg.

Terms used in this section shall, unless the context requires otherwise, have the meaning ascribed to them in the Master Definition Schedule.

The Receivables Purchase and Servicing Agreement

Purchase of Receivables

Pursuant to the Receivables Purchase and Servicing Agreement, the Seller and the Issuer have agreed that on the Closing Date, the Seller sells the Receivables (including the Ancillary Rights) to the Issuer, with economic effect as of the Closing Date. Accordingly, the Issuer shall be entitled to any Collections received on the Receivables by the Servicer as of the Closing Date. On the Closing Date, the Issuer shall pay to the Seller the Purchase Price and the Seller will assign all Purchased Receivables (including the Ancillary Rights) to the Issuer.

Assignment and Transfer of Lease Collateral

The Seller has agreed in the Receivables Purchase and Servicing Agreement to assign on the Closing Date to the Issuer by way of security (*Sicherungsabtretung*) the following security interests relating to the Purchased Receivables and the respective Lease Agreement to the extent such optional security interests are assigned to the Seller in accordance with the relevant Lease Agreement and/or any other agreements or arrangements from time to time supporting or securing payment of the relevant Purchased Receivable (if any): (i) all claims under all insurance agreements to the extent they pertain to such Purchased Receivable, including property insurance (*Kaskoversicherung*) claims; (ii) all claims of the Seller to indemnification amounts, damages, and restitution claims in accordance with its Credit and Collection Policy; (iii) its title (*Sicherungseigentum*) and any expectancy rights (*Anwartschaftsrechte*) to the Leased Objects as part of the Lease Collateral for the Purchased Receivables selected in accordance with the Eligibility Criteria; (iv) all warranty claims, damage claims and repayment claims against manufacturers, suppliers and sellers of Leased Objects to the extent not already assigned to the relevant Lessee under the respective Lease Agreement; (v) all security interest and claims transferred to the Seller by the relevant Lessee under or in connection with the relevant Lease Agreement; and (vi) all other security interest related to the relevant Purchased Receivable under the relevant Lease Agreements.

Representations and Warranties of the Seller, Deemed Collections, Repurchase Option

Upon the occurrence of circumstances resulting in a Deemed Collection, the Seller shall be treated as having received such Deemed Collection during the Collection Period preceding the relevant Payment Date and shall pay such Deemed Collection to the Issuer on such Payment Date. A Deemed Collection means the occurrence of one of the following events: if (i) any Purchased Receivable is not an Eligible Receivable on the Initial Cut-Off Date, the Seller shall be deemed to have received as of such date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable; (ii) the Outstanding Principal Amount of a Purchased Receivable is reduced as a result of a Dilution (including but not limited to cases of return debit notes (*Rücklastschriften*)), the Seller shall be deemed to have received upon becoming aware of such Dilution a Collection in the amount of such reduction; (iii) any Purchased Receivable is affected by any defences (*Einreden*) or objections (*Einwendungen*) or any other counter claims (*Gegenrechte*) of a Lessee as a consequence of the non-compliance of the Seller with its obligations as Servicer or any other obligations (including servicing and maintenance services) vis-à-vis the Lessee (irrespective of whether such Purchased Receivable is or becomes a Defaulted Receivable), the Seller or Servicer shall be deemed to have received on the relevant Cut-Off Date a collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable; or (iv) any of the Deutsche Leasing Representations and Warranties in respect of a Purchased Receivable proves at any time to have been incorrect when made, the Seller shall be deemed

to have received on the relevant Cut-Off Date a collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable. For the avoidance of doubt, this shall not apply to occurrences of Credit Default Risks. Subject to the conditions precedent (*aufschiebende Bedingung*) of the receipt of any Deemed Collection by the Issuer, the Issuer already offered to reassign the relevant Purchased Receivable and reassign and retransfer the related Lease Collateral to the Seller (without recourse or warranty on the part of the Issuer and at the sole cost of the Seller and without any further purchase price payable by the Seller). The Seller already accepted such reassignments and retransfers.

Pursuant to clause 12 (Repurchase Option upon the Occurrence of a Repurchase Event) of the Receivables Purchase and Servicing Agreement, the Seller may repurchase upon the occurrence of a Repurchase Event the entire Portfolio and the Related Collateral (if any) on a Payment Date upon at least five Business Days prior written notice to the Issuer, provided that (i) the Issuer and the Seller have agreed on the Repurchase Price (which shall be at least sufficient to redeem the Class A Notes in accordance with the applicable Priority of Payments); and (ii) the Seller has agreed to reimburse the Issuer for any costs and expenses in respect of the repurchase and reassignment or retransfer of the Purchased Receivables and the Lease Collateral (if any).

Any such repurchase mentioned above shall be made at the Repurchase Price on the Payment Date immediately following receipt of the Repurchase Notice by the Issuer. If such Repurchase Notice is delivered to the Issuer less than five Business Days prior to a Payment Date, such repurchase shall be made on the next following Payment Date.

Conditionally upon the receipt by the Issuer of the aggregate Repurchase Price on the Distribution Account Ledger with discharging effect (*Erfüllungswirkung*), the Issuer shall assign the relevant Purchased Receivables and transfer the Lease Collateral (if any) to the Seller at the Seller's cost.

The Trustee has consented in the Trust Agreement (*Einwilligung* within the meaning of section 185 (1) of the German Civil Code) to the reassignment by the Issuer to the Seller of any Purchased Receivables (including the Ancillary Rights) (to the extent that such Purchased Receivables (including the Ancillary Rights) have been or will have been assigned by the Seller to the Issuer under the Receivables Purchase and Servicing Agreement) and to the retransfer of the relevant Lease Collateral (to the extent that such Lease Collateral has been or will have been transferred by the Seller to the Issuer under the Receivables Purchase and Servicing Agreement) in performance of a Deemed Collection in accordance with clause 12 (Repurchase Option upon the Occurrence of a Repurchase Event) of the Receivables Purchase and Servicing Agreement.

Appointment of the Servicer and Collection Authority

Under the Receivables Purchase and Servicing Agreement, the Issuer has, subject to certain limitations, instructed and authorised the Servicer to administer, collect and, if applicable, to enforce or realise the Purchased Receivables and Lease Collateral on a trust basis at its own expense and for the account of the Issuer and in this context (at the duly exercised discretion of the Servicer) to act in the name of the Servicer (if applicable, by way of the capacity to sue or be sued in its own name in accordance with a relevant disposition (*im Wege der gewillkürten Prozessstandschaft*)) or in the name of the Issuer. Such authority automatically terminates if the Issuer or the Trustee revokes the Collection Authority of the Servicer upon the occurrence of a Servicer Termination Event.

Services

The Servicer has agreed to, *inter alia*, (i) perform any duty necessary in relation to the collection of any Purchased Receivables (e.g. obtaining permissions and tax documents); (ii) collect from the relevant Lessees all amounts payable under or in connection with the Purchased Receivables as and when due; (iii) send reminders to relevant Lessees if Purchased Receivables are not paid when due; (iv) institute legal proceedings and realise the Relevant Assets if the Purchased Receivables remain unpaid even after a corresponding reminder; (v) exercise all Ancillary Rights with respect to the Purchased Receivables in accordance with the Credit and Collection Policy; (vi) assist the Issuer in the release of any Lease Collateral for discharged Purchased Receivables; and (vii) ensure that all Collections are transferred to the Distribution Account Ledger.

The Credit and Collection Policy applies to the Purchased Receivables and also unsecuritised lease receivables of the Seller.

The Servicer is authorised to sub-delegate the Collection Authority and the servicing duties described below to the Originators and, as the case may be, to BHI who administers Defaulted Receivables, all in accordance with the Credit and Collection Policy. The Servicer shall remain liable for any such delegation in accordance with section 278 of the German Civil Code.

Transfer of Collections

Other than for the first Collections Period, the Servicer shall pay or cause to be paid all sums received into or otherwise standing to the credit of the Collection Accounts during a Collection Period and in relation to Purchased Receivables and the Lease Collateral to the Distribution Account Ledger with value not later than 5:00 p.m. on each Servicer Reporting Date following such Collection Period. The Servicer shall pay or cause to be paid all sums received into or otherwise standing to the credit of the Collection Accounts during first Collection Period and in relation to Purchased Receivables and the Lease Collateral to the Distribution Account Ledger with value not later than on the first Payment Date following such first Collection Period.

Reporting Requirements

Pursuant to the Receivables Purchase and Servicing Agreement, the Servicer shall:

(a) prepare the Servicer Report and provide the Servicer Report to the Cash Administrator and the Issuer on each Servicer Reporting Date;

(b) prepare the Transparency Report in compliance with the EU Transparency Requirements.

Revocation of Collection Authority and Notification of Lessees of the Assignment of the Purchased Receivables to the Issuer

Pursuant to the provisions of the Trust Agreement, the Trustee

(a) shall revoke in whole its consent and authorisation to the actions by the Issuer set out in the clause 14.1 of the Trust Agreement (the collection authority of the Issuer in respect of the Purchased Receivables which the Issuer delegated to the Servicer under the Receivables Purchase and Servicing Agreement) at any time before the delivery of an Enforcement Notice to the Issuer if the Servicer becomes Insolvent; and

(b) may revoke, in whole or in part, its consent and authorisation to the actions by the Issuer set out in clause 14.1 of the Trust Agreement at any time before the delivery of an Enforcement Notice to the Issuer if, in the Trustee's opinion, such revocation is necessary to protect material interests of the Beneficiaries (including, but not limited to, upon the occurrence of a Servicer Termination Event (other than in case of an Insolvency Event with respect to the Servicer for which paragraph (a) above applies)).

After any such revocation, (i) the Issuer is obliged under the Trust Agreement to revoke the Collection Authority granted to the Servicer under the Receivables Purchase and Servicing Agreement and (ii), upon such revocation, the Collection Authority of the Servicer shall automatically terminate. The Issuer has authorised the Trustee to declare such revocation on behalf of the Issuer.

Upon the revocation of the Collection Authority of the Servicer (a "**Lessee Notification Event**"):

(a) with respect to paragraph (a) above, the Issuer or, if so directed by the Issuer, the Back-Up Servicer shall notify the Lessees using the Lessee Notification Event Notices and the relating power of attorney and request that the Servicer deliver the Relevant Records to the Back-Up Servicer;

(b) with respect to paragraph (b) above, the Issuer or, if so directed by the Issuer, the Back-Up Servicer may notify the Lessees using the Lessee Notification Event Notices and the relating power of attorney and request that the Servicer deliver the Relevant Records to the Back-Up Servicer;

(c) the Servicer shall deliver the Relevant Records to the Back-Up Servicer without undue delay (*unverzüglich*); and

(d) the Servicer shall without undue delay (*unverzüglich*) stop making direct debits from the Lessees' bank accounts.

Reserves

Under the Receivables Purchase and Servicing Agreement,

(a) Seller undertakes

(i) to pay to the Commingling Reserve Account Ledger an amount equal to the Commingling Reserve Required Amount of EUR 43,537,052.66; and

(ii) on each Payment Date following the Closing Date until the revocation of the Collection Authority of the Servicer upon occurrence of a Servicer Termination Event, to (y) procure that an amount equal to the Commingling Reserve Required Amount is maintained on the Commingling Reserve Account Ledger, and (z) in case the funds standing to the credit of the Commingling Reserve Account Ledger fall short of the Commingling Reserve Required Amount, undertakes to credit an amount equal to such shortfall to the Commingling Reserve Account Ledger; and

(b) Issuer undertakes

(i) to credit the Subordinated Loan Amount drawn under the Subordinated Loan to the Liquidity Reserve Account Ledger; and

(ii) on each Payment Date following the Closing Date but prior to an Enforcement Event, to (y) procure that an amount equal to the Liquidity Reserve Required Amount is maintained on the Liquidity Reserve Account Ledger, and (z) in case the funds standing to the credit of the Liquidity Reserve Account Ledger fall short of the Liquidity Reserve Required Amount, undertakes to credit an amount equal to such shortfall to Liquidity Reserve Account Ledger.

Appointment of a Back-Up Servicer

The Issuer instructed the Corporate Servicer Provider as Back-Up Servicer Facilitator and the Back-Up Servicer Facilitator agreed to nominate a Back-Up Servicer upon the revocation of the Collection Authority of the Servicer following the occurrence of a Servicer Termination Event. In this respect, the Corporate Services Provider will: (i) identify and approach credit institutions registered under the German Act for Rendering Legal Services (*Rechtsdienstleistungsgesetz*); (ii) request each credit institution identified to provide a written fee quote; and (iii) select the most suited credit institution as Back-Up Servicer upon receipt of each such fee quote and use reasonable endeavours to nominate such credit institution as back-up servicer. If such nominee is acceptable to the Issuer, the Issuer shall appoint such nominee on substantially the same terms as set out in the Servicing Agreement without undue delay (*unverzüglich*). If no Back-Up Servicer has been appointed within 90 calendar days as of the revocation of the Collection Authority of the Servicer following the occurrence of a Servicer Termination Event, the Back-Up Servicer Facilitator will notify the Rating Agencies thereof.

Upon revocation of Collection Authority of the Servicer, the Issuer shall if (i) a Back-Up Servicer has been appointed, procure that the Back-Up Servicer immediately upon the termination taking effect becomes active and assumes the role of the Servicer, and (ii) inform the Trustee of the Back-Up Servicer becoming active; and (ii) if no Back-Up Servicer has been appointed, use all reasonable endeavours to arrange for a Back-Up Servicer to be appointed on substantially the same terms as this Agreement as soon as practicable thereafter. The Issuer shall procure that the Back-Up Servicer complies with all duties and obligations of the Servicer under the Receivables Purchase and Servicing Agreement.

Upon revocation of Collection Authority of the Servicer, the Servicer shall (subject to any mandatory provision under German law): (i) immediately pay to the Distribution Account Ledger all monies held by the Servicer on behalf of the Issuer; (ii) to the extent permitted under the applicable Banking Secrecy Duty and Data Protection Rules, forthwith deliver to the Back-Up Servicer the Relevant Records and information (in contemporary computer-readable format) in its possession or under its control relating to the Purchased Receivables (including the Ancillary Rights and the Lease Collateral);

(iii) if so requested, to the extent legally possible and on a non-exclusive basis, grant or assign or sub-licence such licences in respect of its intellectual property as may be necessary to enable the Back-Up Servicer to perform the Services; (iv) return any and all issued powers of attorney (*Vollmachtsurkunden*), if any; and (v) take such further action as the Issuer may reasonably request which shall in particular include any action related to the Purchased Receivables and all monies held by the Servicer on behalf of the Issuer.

The Servicer shall remit any amount received in respect of the Purchased Receivables by it after the termination of the Receivables Purchase and Servicing Agreement directly and forthwith to the Distribution Account Ledger.

If the Collection Authority of the Servicer has been revoked and subject to any mandatory provision of German law, the Servicer will continue to perform its duties under the Receivables Purchase and Servicing Agreement until (i) a Back-Up Servicer has become active or (ii) the Issuer has effectively appointed a Back-Up Servicer. To the extent legally possible, all rights (including any rights to receive the Servicing Fee on a *pro rata temporis* basis for the period during which the Servicer continues to render the Services) of the Servicer under the Receivables Purchase and Servicing Agreement remain unaffected until (i) the Back-Up Servicer has become active or (ii) the Issuer has effectively appointed a Back-Up Servicer.

Subject to mandatory provisions under German law, the Servicer shall co-operate with the Back-Up Servicer and the Issuer in effecting the termination of the obligations and rights of the Servicer hereunder and the transfer of such obligations and rights to the Back-Up Servicer.

Indemnity

The Seller and the Servicer have agreed in the Master Framework Agreement to indemnify the Issuer for Damages resulting from any of the following: (a) any of its respective representations and warranties given under the Receivables Purchase and Servicing Agreement is incorrect in whole or in part; or (b) the Seller or the Servicer fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Risk.

Fees, Costs and Expenses

Pursuant to the Receivables Purchase and Servicing Agreement, the Issuer shall pay to the Servicer the Servicing Fee as a fee for rendering the Services. Such fee shall cover all costs, expenses and charges relating to the servicing of the Purchased Receivables and the services under the Servicing Agreement, including all costs incurred in connection with the appointment of a delegate by the Servicer and shall be paid in accordance with the relevant Priority of Payments. As long as the Seller is the Servicer, the Servicing Fee is EUR 0.

Term; Termination

This Agreement shall automatically terminate on the date on which all Purchased Receivables have been fully and finally discharged, finally written-off or repurchased by the Seller. The Parties may only terminate the Receivables Purchase and Servicing Agreement for good cause (*aus wichtigem Grund*).

The Data Trust Agreement

Appointment of Data Trustee, Services

The Issuer, the Seller and the Data Trustee have entered into the Data Trust Agreement. In order to ensure compliance with the Data Protection Rules and the Banking Secrecy Duty and to prevent the Transaction from or affecting the confidential relationship existing between the Seller and the Lessors, the Issuer has appointed the Data Trustee to hold the Confidential Data Key in trust (*treuhänderisch*) for the Issuer and the Trustee, which allows for the decoding of the encoded information to the extent necessary to identify the respective Purchased Receivables.

The Data Trustee shall pursuant to the Data Trust Agreement, *inter alia*, (i) hold the Confidential Data Key in a safe and secure environment and protect the Confidential Data Key from any unauthorised access or distribution by the Data Trustee's employees or by any third party in compliance with the

Data Protection Rules; (ii) implement the technical and organisational measures necessary to secure and ensure the availability of the Confidential Data Key, having regard to potential risks, available technology and the costs of implementation, and to ensure the implementation of the provisions of the General Data Protection Regulation; (iii) not disclose the Confidential Data Key to any person, other than in accordance with the provisions of this Agreement, unless it is required to disclose by applicable law or has been ordered to disclose by a governmental authority with jurisdiction over the Confidential Data Key pursuant to any applicable law or regulation or requirement of such governmental authority in accordance with which the Data Trustee is required or accustomed to act. Prior to making any such disclosure, the Data Trustee shall provide written notice of the intended disclosure to the Seller and the Issuer and the reasons and scope thereof. Notwithstanding any such disclosure, the obligations of the parties hereto in relation to the Data Protection Rules shall remain unaffected; and (iv) without undue delay notify the Seller and the Issuer in writing if it becomes aware at any time during the term of this Agreement that the Confidential Data Key held by the Data Trustee has been lost, stolen, damaged or destroyed.

Pursuant to the Data Trust Agreement the Data Trustee may only release the confidential data upon the occurrence of a Data Release Event. In such case, the Data Trustee shall deliver the Confidential Data Key to (i) the Back-Up Servicer or any other substitute or replacement servicer appointed by the Issuer; (ii) the Issuer if the Issuer collects the Purchased Receivables itself; (iii) upon the occurrence of an Enforcement Event, the Trustee if the Trustee collects the Purchased Receivables itself; or (iv) any agent of the Issuer, the Trustee or the Back-Up Servicer, always provided that such agent is compatible with the Data Protection Rules.

Standard of Care, Delegation

The Data Trustee shall perform its duties and obligations pursuant to the Data Trust Agreement in accordance with the Standard of Care and shall at all times take into account the Issuer's interests.

The Data Trustee shall not be entitled to delegate the performance of any of its obligations under the Data Trust Agreement.

Indemnity

The Data Trustee has agreed in the Master Framework Agreement to indemnify the Issuer for Damages resulting from any of the following: (a) any of its representations and warranties given under the Data Trust Agreement is incorrect in whole or in part; or (b) the Data Trustee fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Risk.

Fees, Costs and Expenses

The Issuer has agreed in the Data Trust Agreement to pay, in accordance with the relevant Priority of Payments, to the Data Trustee a fee for the services provided under the Data Trust Agreement and costs and expenses, plus any VAT.

Term, Termination

The Data Trust Agreement shall automatically terminate on the Final Discharge Date. The Parties may only terminate the Data Trust Agreement for good cause (*aus wichtigem Grund*).

The Account Bank Agreement

Appointment of Account Bank, Services and Duties

The Issuer has appointed Elavon Financial Services DAC to act as account bank (*kontoführende Bank*) in respect of the Transaction Accounts and to perform the services set out in the Account Bank Agreement. Pursuant to the Account Bank Agreement, the Account Bank shall maintain the Issuer Account and the Swap Cash Collateral Account until the Final Maturity Date (or any other earlier date of termination of the Transaction or its appointment as Account Bank).

The Account Bank has agreed in the Account Bank Agreement to (i) comply with any payment instruction of the Cash Administrator to effect a payment by debiting a Transaction Account, and (ii) debit any Transaction Account only upon and in accordance with a specific payment instruction by the Cash Administrator.

Pursuant to the Account Bank Agreement, all amounts included in the Available Distribution Amount shall be credited to the Issuer Account on the Payment Date, as instructed by the Cash Administrator, provided that all interest accrued on the balance standing to the credit of a Transaction Account from time to time shall be credited to the relevant Transaction Account on the first Business Day of each month. The Account Bank shall comply with the applicable Banking Secrecy Duty and Data Protection Rules and shall provide the Issuer, the Cash Administrator, the Seller and, upon receipt of an Enforcement Notice, the Trustee with bank statements on a monthly basis.

Exchange of Account Bank upon loss of the Account Bank Required Rating

If the Account Bank ceases to have the Account Bank Required Rating, the Account Bank shall give notice thereof to the Seller, the Issuer, the Cash Administrator, the Servicer and the Trustee without undue delay (*unverzüglich*). The Issuer shall within 60 calendar days upon the Account Bank ceasing to have the Account Bank Required Rating: (i) appoint a substitute Account Bank (which has at least the Account Bank Required Rating or whose obligations are guaranteed by an entity having at least the Account Bank Required Rating) on substantially the same terms as set out in the Account Bank Agreement; (ii) open new accounts replacing each of the existing Transaction Accounts with the substitute Account Bank; (iii) charge such new Transaction Accounts to the Trustee on the same terms as contemplated in the Irish Security Deed; (iv) transfer any amounts standing to the credit of each existing Transaction Account to the respective new Transaction Account; (v) close the old Transaction Accounts with the old Account Bank; and (vi) terminate the Account Bank Agreement (including any Account Mandate). No substitute Account Bank has to be appointed if the then current rating of the Class A Notes is not negatively affected.

Standard of Care, Delegation

The Account Bank shall perform its duties and obligations pursuant to the Account Bank Agreement in accordance with the Standard of Care and shall at all times take into account the Issuer's interests.

Indemnity

The Account Bank has agreed in the Master Framework Agreement to indemnify the Issuer for Damages resulting from any of the following: (a) any of its representations and warranties given under the Account Bank Agreement is incorrect in whole or in part; or (b) the Account Bank fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Default Risk.

Fees, Costs and Expenses

The Issuer has agreed in the Account Bank Agreement to pay, in accordance with the relevant Priority of Payments, to the Account Bank a fee for the services provided under the Account Bank Agreement together with costs and expenses, plus any VAT.

Term and Termination

The Account Bank Agreement shall automatically terminate on the Final Discharge Date. Each party to the Account Bank Agreement may terminate the Account Bank Agreement upon giving the other party to the Account Bank Agreement (with a copy to the Cash Administrator) not less than 30 days' prior written notice. The Issuer shall use all reasonable endeavours to appoint as soon as practicable, but within the 30 days period at the latest, a substitute Account Bank (which has at least the Account Bank Required Rating) substantially under the same terms as set out in this Agreement. If the Issuer has not appointed a substitute Account Bank by the tenth day prior to the expiry of the 30 days' notice period, the Account Bank is entitled to suggest to the Issuer and the Trustee the appointment of a substitute Account Bank which has at least the Account Bank Required Rating. The appointment of such substitute Account Bank suggested by the Account Bank is subject to the prior written consent of the Trustee.

The right of termination for good cause (wichtiger Grund) shall remain unaffected. If the Account Bank ceases to have the Account Bank Required Rating, this shall constitute a good cause (*wichtiger Grund*) for the Issuer to terminate the Account Bank Agreement.

In case of any termination of the Account Bank Agreement, the Account Bank will nonetheless perform its duties under this Agreement until the Issuer has: (i) effectively appointed a substitute Account Bank; (ii) opened new accounts replacing each of the existing Transaction Accounts with the substitute Account Bank; (iii) charged such new Transaction Accounts to the Trustee on the same terms as contemplated in the Irish Security Deed; (iv) transferred any amounts standing to the credit of the existing Transaction Accounts to the new Transaction Accounts; and (v)closed the old Transaction Accounts with the old Account Bank.

The Cash Administration Agreement

Appointment of the Cash Administrator, Services and Duties

Under the Cash Administration Agreement, the Issuer has appointed U.S. Bank Global Corporate Trust Limited to act as cash administrator in respect of the Transaction Accounts and to perform in the name and on behalf of the Issuer the Cash Administration Services, in particular but not limited to: (i) monitor and manage the Transaction Accounts; (ii) on each Investor Reporting Date (a) calculate, *inter alia*, the Available Distribution Amount and any other amounts available to the Issuer, and (b) determine the relevant amounts due and payable to each payee in accordance with the applicable Priority of Payments, and (c) give payment instructions to the Account Bank in respect of such amounts; (iii) on each Investor Reporting Date notify the Paying Agent of the Notified Amount; (iv) arrange for all payments (including payments in respect of the Notes) to be made from the Transaction Accounts and applied in accordance with the applicable Priority of Payments (with payments in respect of the Notes being made via the Paying Agent in accordance with the Terms and Conditions and the Agency Agreement); (v) prepare the Investor Report (a) on the basis of, among other information, the relevant Servicer Report which it receives from the Servicer in accordance with the Servicing Agreement on each Investor Reporting Date; and (b) including information in relation to the then existing Transaction Accounts; (vi) publish the Investor Report, and (vii) provide upon request of the Issuer such information on the credits and debits to the Transaction Accounts to the Issuer which is necessary for accounting purposes.

Standard of Care, Delegation

The Cash Administrator shall perform the Cash Administration Services and its duties and obligations pursuant to the Cash Administration Agreement in accordance with the Standard of Care and shall at all times take into account the Issuer's interests.

The Cash Administrator may delegate the Cash Administration Services to a third party. The Cash Administrator shall remain liable, to the extent provided for in the Cash Administration Agreement, for any such delegation in accordance with section 278 of the German Civil Code.

Indemnity

The Cash Administrator has agreed in the Master Framework Agreement to indemnify the Issuer for Damages resulting from any of the following: (a) any of its representations and warranties given under the Cash Administration Agreement is incorrect in whole or in part; or (b) the Cash Administrator fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Default Risk.

Fees, Costs and Expenses

The Issuer has agreed in the Cash Administration Agreement to pay, in accordance with the relevant Priority of Payments, to the Cash Administrator a fee for their respective services provided under the Cash Administration Agreement and costs and expenses, plus any VAT.

Term, Termination

The Cash Administration Agreement shall automatically terminate on the Final Discharge Date. Each party to the Cash Administration Agreement may terminate the Cash Administration Agreement upon giving the other party to the Cash Administration Agreement (with a copy to the Account Bank) not less than 30 days' prior written notice. If the Issuer has not appointed a substitute Cash Administrator by the tenth day prior to the expiry of the 30 days' notice period, the Cash Administrator is entitled to suggest to the Issuer and the Trustee the appointment of a qualified substitute Cash Administrator. The appointment of such substitute Cash Administrator suggested by the Cash Administrator is subject to the prior written consent of the Trustee.

The right of termination for good cause (*wichtiger Grund*) shall remain unaffected.

In case of any termination of the Cash Administration Agreement, the Cash Administrator will nonetheless perform its duties until the Issuer has effectively appointed a substitute Cash Administrator.

The Agency Agreement

Appointment of Agents, Services and Duties

Under the Agency Agreement, the Issuer has appointed Elavon Financial Services DAC to act as (i) Paying Agent (*Zahlstelle*) in respect of the Notes and (ii) Interest Determination Agent in respect of the Class A Notes, and to perform the services set out in the Terms and Conditions, the Agency Agreement and the Note Purchase Agreement (as applicable).

Further, the Issuer has authorised and instructed the Paying Agent to elect (i) one of the ICSDs as Common Safekeeper for the Class A Notes. From time to time, the Issuer and the Paying Agent may agree to vary this election.

The Paying Agent has agreed under the Agency Agreement to make such arrangements for payments as assigned to it in accordance with the Terms and Conditions. The Issuer shall further transfer or shall procure the transfer to the Paying Agent no later than 10.00 a.m. on each Payment Date, such amount in EUR as shall be sufficient to make the payment of the Notified Amount, to an account of the Paying Agent which the Paying Agent shall specify by written notice to the Issuer (with a copy to the Cash Administrator) on the Calculation Date prior to the relevant Payment Date. Subject to having received in full the amounts due and payable in respect of the Notes on such Payment Date, the Paying Agent shall pay or cause to be paid on behalf of the Issuer to the Noteholders on each Payment Date the amounts payable in respect of the Notes. All payments in respect of the Class A Notes shall be made to, or to the order of, the relevant ICSD, subject to and in accordance with the provisions of the Class A Terms and Conditions. All payments in respect of the Class B Note shall be made to the Class B Noteholder, subject to and in accordance with the provisions of the Class B Terms and Conditions. If the Paying Agent has not received in full the amounts due and payable in respect of the Notes on such Payment Date the Paying Agent shall (i) immediately notify the Issuer, the Cash Administrator and the Servicer; and (ii) not be bound to make any payment in respect of the Notes to any Noteholder until the Paying Agent has received in full the amounts due and payable in respect of the Notes on such Payment Date.

The Interest Determination Agent has agreed under the Agency Agreement to (i) make such calculations and determinations and notifications as assigned to it in accordance with the respective Condition 4 (Interest). The Interest Determination Agent has further agreed to notify the Swap Counterparty through the Investor Report of the applicable EURIBOR as determined by the Interest Determination Agent in accordance with Condition 4 (Interest) of the Class A Terms and Conditions if the rate for deposits in EUR for a period of one month does not appear on Reuters Screen EURIBOR01 on the relevant EURIBOR Determination Date.

Standard of Care, Delegation

Each Agent shall perform its duties and obligations pursuant to the Agency Agreement in accordance with the Standard of Care and shall at all times take into account the Issuer's interests.

Each Agent, with the prior written consent of the Issuer, may delegate the fulfilment of its duties under the Agency Agreement and the Terms and Conditions to a third party as agent (*Erfüllungsgehilfe*). The relevant Agent shall remain liable, to the extent provided for in the Agency Agreement, for any such delegation in accordance with section 278 of the German Civil Code.

Indemnity

Each Agent has agreed in the Master Framework Agreement to indemnify the for Damages resulting from any of the following: (a) any of its representations and warranties given under the Agency Agreement is incorrect in whole or in part; or (b) the relevant Agent fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Default Risk.

Fees, Costs and Expenses

The Issuer has agreed in the Agency Agreement to pay, in accordance with the relevant Priority of Payments, to the Agents a fee for the services provided under the Agency Agreement and costs and expenses, plus any VAT.

Term, Termination

The Agency Agreement shall automatically terminate on the Final Discharge Date. Each party to the Agency Agreement may terminate the Agency Agreement upon giving the other parties to the Agency Agreement (with a copy to the Cash Administrator) not less than 30 days' prior written notice. If the Issuer has not appointed substitute Agents by the tenth day prior to the expiry of the 30 days' notice period, the Agents are entitled to suggest to the Issuer and the Trustee the appointment of qualified substitute Agents. The appointment of such substitute Agents suggested by the Agents is subject to the prior written consent of the Trustee.

The right of termination for good cause (*wichtiger Grund*) shall remain unaffected. Any termination of the appointment of any Agent under the Agency Agreement shall automatically lead to the termination of the appointment of the other Agent.

In case of any termination of the Agency Agreement, each Agent will nonetheless perform its respective duties under this Agreement until the Issuer has effectively appointed the substitute Agents.

The Subordinated Loan Agreement

Under the Subordinated Loan Agreement, the Seller as Subordinated Lender has agreed to grant the Subordinated Loan to the Issuer as Borrower in the Disbursement Amount and, on the Closing Date, to disburse the Subordinated Loan Amount to the Issuer. The Issuer shall credit the Subordinated Loan Amount to the Liquidity Reserve Account Ledger by instructing the Account Bank accordingly. The Issuer agrees to use the amounts standing to the credit of the Liquidity Reserve Account Ledger in accordance with the Transaction Documents. The amounts standing to the credit of the Liquidity Reserve Account Ledger from time to time will serve as liquidity support for the Class A Notes throughout the life of the Transaction and will ultimately serve as credit enhancement to the Class A Notes and the Class B Note. The Issuer will pay the relevant interest amount based on an interest rate of 1.5 per cent. *per annum* on the Subordinated Loan for each Interest Period in arrears on the relevant Payment Date.

Repayment; Early Repayment; Termination

On each Payment Date, the Issuer will repay principal of the outstanding Subordinated Loan to the Subordinated Lender in an amount equal to the Subordinated Loan Redemption Amount until the Subordinated Loan is reduced to zero. Any amount outstanding under the Subordinated Loan on the Final Maturity Date shall be repaid on the Final Maturity Date.

Subordination

The Subordinated Lender has agreed in the Subordinated Loan Agreement with the Issuer that any sum owed by the Issuer to the Subordinated Lender under or in connection with the Subordinated Loan

Agreement shall not become due and payable unless and until all sums required to be paid to any Person identified or otherwise described in items 8.1(a) to and including 8.1(k) in the Pre-Enforcement Priority of Payments and items 8.2(a) to and including 8.2(j) in the Post-Enforcement Priority of Payments are provided for or discharged in full.

Standard of Care

The Subordinated Lender shall perform its duties and obligations pursuant to the Subordinated Loan Agreement in accordance with the Standard of Care and shall at all times take into account the Issuer's interests.

Indemnity

The Subordinated Lender has agreed in the Master Framework Agreement to indemnify the Issuer for Damages resulting from any of the following: (a) any of its representations and warranties given under the Subordinated Loan Agreement is incorrect in whole or in part; or (b) the Subordinated Lender fails to comply with the Standard of Care, provided that no indemnification shall be made (i) to the extent such Damages result from the Issuer not applying the Issuer Standard of Care and (ii) if and to the extent the relevant Damages result from Credit Default Risk.

Termination

The parties to the Subordinated Loan Agreement may only terminate the Subordinated Loan Agreement for good cause (*Kündigung aus wichtigem Grund*). The occurrence of an Issuer Event of Default shall constitute good cause (*wichtiger Grund*) for the Lender to terminate the Subordinated Loan Agreement.

The Corporate Services Agreement

Services under the Corporate Services Agreement

Pursuant to the Corporate Services Agreement entered into between the Issuer and the Corporate Services Provider, the Services Provider provides the Issuer with, among others, the followings services against payment of a fee: (i) opening and management of bank account(s); (ii) accounts preparation services for management and audit purposes; (iii) accounting, preparation and filing of annual financial statements; (iv) holding and filing of annual general meetings; (v) preparation and filing of tax and VAT returns in co-operation with tax advisors of the Company; (vi) attendance at board meetings (preparation of minutes of Board meeting approving annual financial statements); (vii) safe custody of the minutes book and share register as well as the regular recording of minutes and transfers or pledges therein; (viii) provision of up to 3 (three) directors to the Company; (ix) undertaking routine quarterly European Central Bank reporting and monthly SBS reporting; and (x) maintenance of the note register related to the notes issued by the Company.

Fees, Costs and Expenses

In consideration of the provision of the services to be performed under the Corporate Services Agreement, the Corporate Services Provider hall be entitled to a remuneration as specified in a separate side letter.

Termination

The Corporate Administration Agreement shall terminate automatically on the date on which the liquidation or dissolution of the Issuer has been completed. The Corporate Administrator may only terminate the Corporate Administration Agreement for good cause (*wichtiger Grund*). The Issuer may terminate the Corporate Administration Agreement upon 30 calendar days' prior written notice to the Corporate Administrator. The right for termination for good cause (*wichtiger Grund*) remains unaffected.

The Swap Agreement

The Issuer has entered into the Swap Agreement. The purpose of the Swap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Class A Notes. The

Swap Agreement consists of an 2002 ISDA Master Agreement, the related schedule, a confirmation and a credit support annex.

Under the Swap Agreement, the Issuer undertakes to pay to the Swap Counterparty on each Payment Date a fixed rate equal to the product of (i) the Aggregate Outstanding Note Principal Amount of the Class A Notes as at the close of business on the first day of the relevant Interest Period, (ii) the agreed fixed rate and (iii) the Day Count Fraction.

In return, the Swap Counterparty undertakes to pay to the Issuer on each Payment Date a floating rate equal to the product of (i) the Aggregate Outstanding Note Principal Amount of the Class A Notes as at the close of business on the first day of the relevant Interest Period, (ii) EURIBOR, and (iii) the Day Count Fraction, provided that if, in respect of a particular Payment Date under the Swap Agreement, the floating rate payable by the Swap Counterparty is a negative number, then the floating rate will be at any time be at least -0.5 per cent.

The amount to be paid by the Issuer to the Swap Counterparty under the Swap Agreement is netted with the amount due by the Swap Counterparty to the Issuer under the Swap Agreement, subject always to the applicable Priority of Payments. On each Payment Date, a Net Swap Payment will be due by the Issuer to the Swap Counterparty or a Net Swap Receipt will be due by the Swap Counterparty to the Issuer.

The recourse of the Swap Counterparty against the Issuer under the Swap Agreement is limited to payments allocated to the Swap Counterparty pursuant to the Available Distribution Amount and subject to the applicable Priority of Payments.

Termination

The Swap Agreement may be terminated upon the occurrence of a Termination Event or an Additional Termination Event (each as defined in the Swap Agreement). An Additional termination Event occurs e.g. if the Swap Counterparty ceases to be an Eligible Swap Counterparty in accordance with the Swap Agreement, the Issuer may terminate the Swap Agreement if the Swap Counterparty fails, within a set period of time, to take certain actions intended to mitigate the effects of such downgrade. Such actions could include the Swap Counterparty collateralising its obligations as a referenced amount calculated in accordance with a credit support annex to the ISDA master agreement, transferring its obligations to a replacement Swap Counterparty or procuring a guarantee.

English Security Deed

As continuing security for the payment and discharge of the Issuer Secured Obligations all of the Issuer's, the Issuer has assigned under the English Security Deed in favour of the Trustee as German law trustee (*Treuhänder*) for the benefit of the Beneficiaries right, title, interest and benefit, present and future, from time to time deriving or accruing from the Swap Agreement.

Irish Security Deed

As continuing security for the payment, performance and discharge of the Issuer Secured Obligations, the Issuer has (i) charged and agreed to charge, in favour of the Trustee (for its own account and trustee for the Beneficiaries), by way of first fixed charge, all its rights, benefits, and claims to which the Issuer is now or may hereafter become entitled in relation to: (A)the Accounts; (B) all sums that ought to be credited to the Accounts; (C) each Accounts Balance; and (D) the debt represented thereby by (A) to (C) above (inclusive) and all rights of the Issuer to payment receipt or repayment of any of the foregoing; and (ii) assigns and agrees to assign absolutely to the Trustee (for its own account and as trustee for the Beneficiaries), by way of first fixed security, all its rights and claims to which the Issuer is now or may hereafter become entitled in relation to: (A) the Accounts; (B) all sums that ought to be credited to the Accounts; (C) each Accounts Balance; and (D) the debt represented thereby by (A) to (D) above (inclusive) and all rights of the Issuer to payment receipt or repayment of any of the foregoing; and (iii) charges and agrees to charge, in favour of the Trustee (for its own account and trustee for the Beneficiaries), by way of first fixed charge, all its rights, benefits and claims to which the Issuer is now or may hereafter become entitled in relation to the Account Mandate; and (iv) assigns and agrees to assign absolutely to the Trustee (for its own account and as trustee for the Beneficiaries),

by way of first fixed security, all its rights and claims to which the Issuer is now or may hereafter become entitled in relation to the Mandate.

ASSET REPRESENTATIONS AND WARRANTIES OF DEUTSCHE LEASING

Under the Master Framework Agreement, Deutsche Leasing represents and warrants that:

(a) all Purchased Receivables and the Leased Objects are eligible on the Initial Cut-Off Date, as the case may be, in accordance with the Eligibility Criteria applicable to such Receivables and Leased Objects;

(b) the Seller's credit-granting is done on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing credits and that the Seller has effective systems in place to apply such processes in accordance with article 9 of the Securitisation Regulation;

(c) the Seller's credit-granting as referred to in paragraph (b) above is subject to supervision;

(d) all Purchased Receivables were originated in the Seller's ordinary course of business and the standards of the Credit and Collection Policy are no less stringent that those applied at the same time of origination to Receivables that were not purchased by the Issuer; and

(e) the Credit and Collection Policy does not materially change from prior underwriting standards.

DESCRIPTION OF THE PORTFOLIO

The selection of the Receivables to be sold and assigned to the Issuer under the Receivables Purchase and Servicing Agreement is based on clear processes which facilitate the identification of the Purchased Receivables.

The portfolio of the Purchased Receivables will not be actively managed.

The Issuer herewith states that the securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. However this is not a guarantee given by the Issuer and the Issuer as a special purpose entity has only limited resources available as described under the "RISK FACTORS —Risks relating to the Class A Notes — Limited Resources of the Issuer".

The following statistical information sets out certain characteristics of the portfolio as of the Initial Cut-Off Date. After the Initial Cut-Off Date, the Portfolio will change from time to time as a result of repayment, prepayments or repurchase of Purchased Receivables.

Pursuant to article 22(2) of the Securitisation Regulation and the "Guidelines on the STS criteria for non-ABCP securitisation" published by the European Banking Authority, an external verification applying a confidence level of 99 per cent. has been made in respect of the Receivables to be sold and assigned to the Issuer under the Receivables Purchase and Servicing Agreement prior to the Closing Date by an appropriate and independent party, including verification that the data disclosed in any formal offering document in respect of the Receivables is accurate (the "**External Verification**"), and, in this respect, no significant adverse findings have been found. The External Verification included the review of certain Eligibility Criteria including among others the remaining term and the seasoning.

Portfolio Characteristics

PORTFOLIO OVERVIEW	
Cut-off Date	**24.06.2019**
Aggregate Outstanding Portfolio Principal Amount (EUR)	749,999,999.58
Number of Lease Contracts	19,466
Number of Lessees	15,210
Number of Lessee Groups	14,867
Average balance per Contract (EUR)	38,528.72
Average balance per Lessee (EUR)	49,309.66
Average balance per Lessee Group (EUR)	50,447.30
Hire Purchase / Leasing	60.36% / 39.64%
Weighted Average Original Term (months)	60.30
Weighted Average Remaining Term (months)	43.22
Weighted Average Seasoning (months)	17.08
Discount Rate	4.00%

Contract Type	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
Hire Purchase	13,011	66.84%	452,699,226.52	60.36%
Leasing	6,455	33.16%	297,300,773.06	39.64%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Asset Type	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
Vehicles	7,342	37.72%	202,779,801.59	27.04%
Construction Machinery	2,916	14.98%	199,876,169.60	26.65%
Other Equipment	9,208	47.30%	347,344,028.39	46.31%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Outstanding Principal Amount (EUR)	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
[0-10,000 [	4,783	24.57%	30,161,638.91	4.02%
[10,000-20,000 [	5,333	27.40%	78,481,050.39	10.46%
[20,000-30,000 [	3,057	15.70%	74,659,280.50	9.95%
[30,000-40,000 [	1,679	8.63%	58,186,863.64	7.76%
[40,000-50,000 [	1,241	6.38%	55,435,199.97	7.39%
[50,000-60,000 [	683	3.51%	37,250,752.49	4.97%
[60,000-70,000 [	460	2.36%	29,827,319.97	3.98%
[70,000-80,000 [	371	1.91%	27,858,544.49	3.71%
[80,000-90,000 [	260	1.34%	22,049,801.95	2.94%
[90,000-100,000 [	207	1.06%	19,582,177.55	2.61%
[100,000-150,000 [	653	3.35%	79,553,615.55	10.61%
[150,000-200,000 [	275	1.41%	47,333,788.64	6.31%
[200,000-250,000 [	157	0.81%	34,976,277.71	4.66%
[250,000-300,000 [	72	0.37%	19,534,982.78	2.60%
[300,000-350,000 [	53	0.27%	17,245,487.63	2.30%
[350,000-400,000 [	36	0.18%	13,451,285.74	1.79%
[400,000-450,000 [	30	0.15%	12,780,567.28	1.70%
[450,000-500,000 [	15	0.08%	7,032,421.32	0.94%
[500,000-1,000,000 [	72	0.37%	47,341,074.22	6.31%
[1,000,000-2,000,000 [	29	0.15%	37,257,868.85	4.97%
>=2,000,000	0	0.00%	0.00	0.00%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Max	1,973,784.35
Min	889.11
Average	38,528.72
Weighted Average	200,802.38

Instalment (EUR)	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
] 0-500 [	8,854	45.48%	98,477,556.76	13.13%
[500-1,000 [	5,587	28.70%	144,828,879.86	19.31%
[1,000-1,500 [	1,906	9.79%	84,805,600.48	11.31%
[1,500-2,000 [	964	4.95%	61,181,541.16	8.16%
[2,000-2,500 [	551	2.83%	44,172,929.15	5.89%
[2,500-3,000 [	419	2.15%	40,455,128.24	5.39%
[3,000-3,500 [	283	1.45%	32,901,228.10	4.39%
[3,500-4,000 [	185	0.95%	25,331,274.53	3.38%
[4,000-4,500 [	130	0.67%	20,481,899.04	2.73%
[4,500-5,000 [	74	0.38%	12,752,252.03	1.70%
[5,000-10,000 [	346	1.78%	83,128,559.01	11.08%
[10,000-15,000 [	98	0.50%	43,420,452.79	5.79%
[15,000-20,000 [	30	0.15%	19,161,917.85	2.55%
[20,000-25,000 [	17	0.09%	14,015,781.10	1.87%
[25,000-30,000 [	7	0.04%	6,755,558.63	0.90%
[30,000-35,000 [	8	0.04%	10,561,448.64	1.41%
[35,000-40,000 [	2	0.01%	2,345,749.50	0.31%
>=40,000	5	0.03%	5,222,242.71	0.70%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Max	62,049.07
Min	39.71
Average	1,062.71
Weighted Average	4,706.23

Original Term	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
[12-24 [	21	0.11%	314,612.59	0.04%
[24-36 [	379	1.95%	7,931,312.28	1.06%
[36-48 [	2,344	12.04%	53,895,602.33	7.19%
[48-60 [	6,094	31.31%	177,307,462.17	23.64%
[60-72 [	6,797	34.92%	300,617,494.68	40.08%
[72-84 [	3,343	17.17%	167,424,799.48	22.32%
>=84	488	2.51%	42,508,716.05	5.67%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Max	84.00
Min	16.00
Average	56.60
Weighted Average	60.30

Seasoning	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
[0-12 [	6,601	33.91%	302,137,210.66	40.28%
[12-24 [	6,477	33.27%	240,253,491.18	32.03%
[24-36 [	4,427	22.74%	142,941,394.87	19.06%
[36-48 [	1,955	10.04%	64,304,890.07	8.57%
>=48	6	0.03%	363,012.80	0.05%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Max	49.00
Min	2.00
Average	18.78
Weighted Average	17.08

Remaining Term	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
[12-24 [	4,067	20.89%	83,134,218.46	11.08%
[24-36 [	5,057	25.98%	160,857,639.71	21.45%
[36-48 [	5,137	26.39%	209,435,505.93	27.92%
[48-60 [	3,428	17.61%	184,922,927.84	24.66%
[60-72 [	1,455	7.47%	90,271,766.33	12.04%
>=72	322	1.65%	21,377,941.31	2.85%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Max	82.00
Min	12.00
Average	37.82
Weighted Average	43.22

Origination Year	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
2015	769	3.95%	21,668,732.52	2.89%
2016	3,209	16.49%	100,208,856.32	13.36%
2017	5,083	26.11%	181,270,124.76	24.17%
2018	7,203	37.00%	293,538,158.89	39.14%
2019	3,202	16.45%	153,314,127.09	20.44%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Maturity Year	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
2020	1,906	9.79%	34,090,058.84	4.55%
2021	4,636	23.82%	122,467,225.81	16.33%
2022	5,158	26.50%	189,979,885.19	25.33%
2023	4,387	22.54%	201,891,341.71	26.92%
2024	2,420	12.43%	136,972,853.47	18.26%
2025	862	4.43%	57,225,131.96	7.63%
2026	97	0.50%	7,373,502.60	0.98%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Lessees (Top 20)	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
1	14	0.07%	5,073,350.59	0.68%
2	13	0.07%	4,326,331.88	0.58%
3	6	0.03%	4,078,932.83	0.54%
4	25	0.13%	4,072,386.36	0.54%
5	7	0.04%	3,609,149.33	0.48%
6	6	0.03%	3,607,226.94	0.48%
7	30	0.15%	3,550,350.58	0.47%
8	4	0.02%	3,249,752.40	0.43%
9	3	0.02%	2,527,484.38	0.34%
10	12	0.06%	2,468,723.78	0.33%
11	2	0.01%	2,104,872.17	0.28%
12	3	0.02%	2,010,120.49	0.27%
13	3	0.02%	1,939,715.68	0.26%
14	30	0.15%	1,929,926.85	0.26%
15	2	0.01%	1,730,879.58	0.23%
16	10	0.05%	1,709,368.91	0.23%
17	44	0.23%	1,700,669.29	0.23%
18	2	0.01%	1,658,097.57	0.22%
19	6	0.03%	1,620,707.52	0.22%
20	3	0.02%	1,525,912.03	0.33%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Lessee Groups (Top 20)	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
1	16	0.08%	5,936,416.97	0.79%
2	80	0.41%	5,083,584.52	0.68%
3	39	0.20%	4,846,436.77	0.65%
4	14	0.07%	4,687,298.20	0.62%
5	13	0.07%	4,326,331.88	0.58%
6	6	0.03%	4,078,932.83	0.54%
7	7	0.04%	4,059,986.95	0.54%
8	66	0.34%	3,820,522.93	0.51%
9	21	0.11%	3,725,382.34	0.50%
10	30	0.15%	3,550,350.58	0.47%
11	4	0.02%	3,249,752.40	0.43%
12	84	0.43%	2,851,691.01	0.38%
13	3	0.02%	2,527,484.38	0.34%
14	12	0.06%	2,468,723.78	0.33%
15	21	0.11%	2,142,978.98	0.29%
16	8	0.04%	2,121,245.53	0.28%
17	7	0.04%	2,108,967.53	0.28%
18	2	0.01%	2,104,872.17	0.28%
19	4	0.02%	2,091,708.99	0.28%
20	4	0.02%	2,071,269.98	0.28%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Payment Method	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
Direct Debit	19,466	100.00%	749,999,999.58	100.00%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Payment Frequency	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
Monthly	19,466	100.00%	749,999,999.58	100.00%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Payment Day	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
1	19,431	99.82%	744,187,404.02	99.22%
15	35	0.18%	5,812,595.56	0.78%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Discount Rate	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
4.0%	19,466	100.00%	749,999,999.58	100.00%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

NACE	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
A - Agriculture, Forestry and Fishing	646	3.32%	23,518,674.15	3.14%
B - Mining and Quarrying	119	0.61%	9,741,432.09	1.30%
C - Manufacturing	2,910	14.95%	160,669,426.67	21.42%
D - Electricity, Gas, Steam and Air Condition	80	0.41%	5,299,445.52	0.71%
E - Water Supply; Sewerage, Waste Managmnt, R	321	1.65%	23,544,483.04	3.14%
F - Construction	3,369	17.31%	117,732,482.72	15.70%
G - Wholesale, Retail Trade, Repair of Motor	3,294	16.92%	97,631,504.50	13.02%
H - Transportation and Storage	1,597	8.20%	70,862,693.41	9.45%
I - Accommodation and Food Service Activiti	906	4.65%	19,164,625.33	2.56%
J - Information and Communication	263	1.35%	6,538,478.97	0.87%
K - Financial and Insurance Activities	162	0.83%	6,235,304.21	0.83%
L - Real Estate Activities	368	1.89%	17,327,619.41	2.31%
M - Professional, Scientific and Technical Ac	1,062	5.46%	32,665,323.70	4.36%
N - Administrative and Support Service Activi	2,135	10.97%	104,349,323.39	13.91%
O - Public Adm. and Defence; Compulsory Socia	63	0.32%	2,047,796.42	0.27%
P - Education	187	0.96%	3,328,222.66	0.44%
Q - Human Health and Social Work Activities	786	4.04%	22,320,126.44	2.98%
R - Arts, Entertainment and Recreation	424	2.18%	8,846,450.52	1.18%
S - Other Service Activities	677	3.48%	16,499,692.41	2.20%
T - Act. of Households as Employers; Undiff.	3	0.02%	21,144.76	0.00%
U - Activities of Extraterritorial Organisati	94	0.48%	1,655,749.26	0.22%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Federal State	Number	% of Number	Outstanding Principal Amount (EUR)	% Outstanding Principal Amount
Baden-Württemberg	2,264	11.63%	94,973,605.59	12.66%
Bayern	2,648	13.60%	98,202,909.30	13.09%
Berlin	255	1.31%	14,715,023.57	1.96%
Brandenburg	712	3.66%	27,793,768.60	3.71%
Bremen	57	0.29%	1,904,013.76	0.25%
Hamburg	437	2.24%	17,743,185.83	2.37%
Hessen	1,865	9.58%	71,163,316.42	9.49%
Mecklenburg-Vorpomm.	517	2.66%	23,814,434.47	3.18%
Niedersachsen	2,058	10.57%	81,511,730.32	10.87%
Nordrhein-Westfalen	3,991	20.50%	145,108,938.86	19.35%
Rheinland-Pfalz	1,096	5.63%	43,273,780.08	5.77%
Saarland	259	1.33%	8,848,991.88	1.18%
Sachsen	965	4.96%	38,669,694.52	5.16%
Sachsen-Anhalt	462	2.37%	20,773,564.78	2.77%
Schleswig-Holstein	1,154	5.93%	33,460,392.57	4.46%
Thüringen	726	3.73%	28,042,649.03	3.74%
Grand Total	19,466	100.00%	749,999,999.58	100.00%

Period	Date	Aggregate Outstanding Portfolio Principal Amount (EoP)	Amortisation	AmoVector (in %)
0	Jun-2019	749,999,999.58	-	-
1	Aug-2019	713,134,975.45	36,865,024.13	4.92%
2	Sep-2019	694,639,730.34	18,495,245.11	2.59%
3	Oct-2019	676,211,874.15	18,427,856.19	2.65%
4	Nov-2019	657,715,686.35	18,496,187.80	2.74%
5	Dec-2019	638,958,364.51	18,757,321.84	2.85%
6	Jan-2020	620,491,044.28	18,467,320.23	2.89%
7	Feb-2020	602,002,429.23	18,488,615.05	2.98%
8	Mar-2020	583,408,367.12	18,594,062.11	3.09%
9	Apr-2020	564,651,583.12	18,756,784.00	3.22%
10	May-2020	545,796,810.81	18,854,772.31	3.34%
11	Jun-2020	526,655,193.01	19,141,617.80	3.51%
12	Jul-2020	507,591,433.29	19,063,759.72	3.62%
13	Aug-2020	488,728,237.50	18,863,195.79	3.72%
14	Sep-2020	469,899,816.18	18,828,421.32	3.85%
15	Oct-2020	451,565,735.23	18,334,080.95	3.90%
16	Nov-2020	432,930,484.33	18,635,250.90	4.13%
17	Dec-2020	415,460,463.14	17,470,021.19	4.04%
18	Jan-2021	398,494,511.29	16,965,951.85	4.08%
19	Feb-2021	381,613,254.72	16,881,256.57	4.24%
20	Mar-2021	364,382,471.94	17,230,782.78	4.52%
21	Apr-2021	348,051,761.51	16,330,710.43	4.48%
22	May-2021	332,419,037.35	15,632,724.16	4.49%
23	Jun-2021	316,513,973.40	15,905,063.95	4.78%
24	Jul-2021	301,528,092.86	14,985,880.54	4.73%
25	Aug-2021	285,677,718.02	15,850,374.84	5.26%
26	Sep-2021	270,467,732.71	15,209,985.31	5.32%
27	Oct-2021	256,555,920.39	13,911,812.32	5.14%
28	Nov-2021	242,906,386.01	13,649,534.38	5.32%
29	Dec-2021	229,876,858.70	13,029,527.31	5.36%
30	Jan-2022	215,861,901.43	14,014,957.27	6.10%
31	Feb-2022	202,877,729.60	12,984,171.83	6.02%
32	Mar-2022	189,956,622.94	12,921,106.66	6.37%
33	Apr-2022	178,509,511.55	11,447,111.39	6.03%
34	May-2022	167,784,510.35	10,725,001.20	6.01%
35	Jun-2022	157,184,165.06	10,600,345.29	6.32%
36	Jul-2022	146,408,258.60	10,775,906.46	6.86%
37	Aug-2022	136,186,557.49	10,221,701.11	6.98%
38	Sep-2022	126,906,544.46	9,280,013.03	6.81%
39	Oct-2022	117,945,484.03	8,961,060.43	7.06%
40	Nov-2022	109,191,096.08	8,754,387.95	7.42%
41	Dec-2022	100,932,465.66	8,258,630.42	7.56%
42	Jan-2023	93,048,591.18	7,883,874.48	7.81%
43	Feb-2023	85,791,132.90	7,257,458.28	7.80%
44	Mar-2023	78,362,847.53	7,428,285.37	8.66%
45	Apr-2023	71,867,439.57	6,495,407.96	8.29%
46	May-2023	65,705,081.78	6,162,357.79	8.57%
47	Jun-2023	59,998,086.25	5,706,995.53	8.69%
48	Jul-2023	54,845,566.00	5,152,520.25	8.59%
49	Aug-2023	49,608,642.55	5,236,923.45	9.55%
50	Sep-2023	44,649,769.14	4,958,873.41	10.00%
51	Oct-2023	40,125,371.69	4,524,397.45	10.13%
52	Nov-2023	36,126,265.37	3,999,106.32	9.97%
53	Dec-2023	32,528,899.71	3,597,365.66	9.96%
54	Jan-2024	28,222,199.08	4,306,700.63	13.24%
55	Feb-2024	24,644,764.05	3,577,435.03	12.68%
56	Mar-2024	21,459,312.00	3,185,452.05	12.93%
57	Apr-2024	18,589,468.42	2,869,843.58	13.37%
58	May-2024	16,381,060.50	2,208,407.92	11.88%
59	Jun-2024	14,180,708.42	2,200,352.08	13.43%
60	Jul-2024	12,454,082.69	1,726,625.73	12.18%
61	Aug-2024	10,897,744.85	1,556,337.84	12.50%
62	Sep-2024	9,306,753.93	1,590,990.92	14.60%
63	Oct-2024	8,003,278.51	1,303,475.42	14.01%
64	Nov-2024	6,829,003.67	1,174,274.84	14.67%
65	Dec-2024	5,761,767.37	1,067,236.30	15.63%
66	Jan-2025	4,805,130.80	956,636.57	16.60%
67	Feb-2025	3,801,674.98	1,003,455.82	20.88%
68	Mar-2025	3,039,450.81	762,224.17	20.05%
69	Apr-2025	2,342,357.42	697,093.39	22.93%
70	May-2025	1,952,010.45	390,346.97	16.66%
71	Jun-2025	1,484,851.26	467,159.19	23.93%
72	Jul-2025	1,201,126.31	283,724.95	19.11%
73	Aug-2025	967,303.84	233,822.47	19.47%
74	Sep-2025	759,228.07	208,075.77	21.51%
75	Oct-2025	574,381.52	184,846.55	24.35%
76	Nov-2025	452,787.51	121,594.01	21.17%
77	Dec-2025	350,608.48	102,179.03	22.57%
78	Jan-2026	259,273.78	91,334.70	26.05%
79	Feb-2026	163,857.87	95,415.91	36.80%
80	Mar-2026	99,411.60	64,446.27	39.33%
81	Apr-2026	0.00	99,411.60	100.00%

WAL Portfolio
1.87

Historical Performance Data

Explanations

The historical performance data set out hereafter relates to the portfolio of hire purchase and lease receivables granted by Deutsche Leasing to German customers for the lease of equipment. All figures shown in the historical data set include residual value portion (if any). For the avoidance of doubt, the securitisation transaction will not include any exposure to residual values.

Eligibility Criteria of the securitisation transaction have not been taken into account.

1. Origination

Origination figures are shown for the total Deutsche Leasing portfolio as well as for the sub-portfolios Vehicles / Construction Machinery / Other Equipment.

2. Outstanding

Outstanding portfolio amount figures are shown for the total Deutsche Leasing portfolio as well as for the sub-portfolios Vehicles / Construction Machinery / Other Equipment.

3. Defaults

The figures show the gross defaults for the total Deutsche Leasing portfolio as well as for the subportfolios Vehicles / Construction Machinery / Other Equipment.

The default definition underlying this gross default analysis is matching the default definition of the securitisation transaction.

The gross defaulted amount is the exposure at default fulfilling the default criterion for the first time in their history.

In this gross default analysis the defaulted amount is equal to the outstanding balance of the leasing contract (being the sum of the present value of the instalments + present value of the residual value + arrears) at the end of the month in which the leasing contract has defaulted.

Contracts are terminated according to Deutsche Leasing's credit and collection policy.

4. Recoveries

The figures show the recoveries for the total Deutsche Leasing leasing portfolio as well as for the subportfolios Vehicles / Construction Machinery / Other Equipment.

Recoveries are shown as net recoveries. Costs of recovery have been taken into account and are reducing the recovered amount (as a result recovered amounts in one period can be negative).

Collections on contracts which become performing after the default occurred are shown as recoveries (the same methodology will apply for the securitisation transaction).

Deutsche Leasing will apply the same credit and collection policy to securitised compared to non-securitised contracts.

The collection team in charge of write-off decisions cannot distinguish whether a contract is securitised or not.

5. Arrears

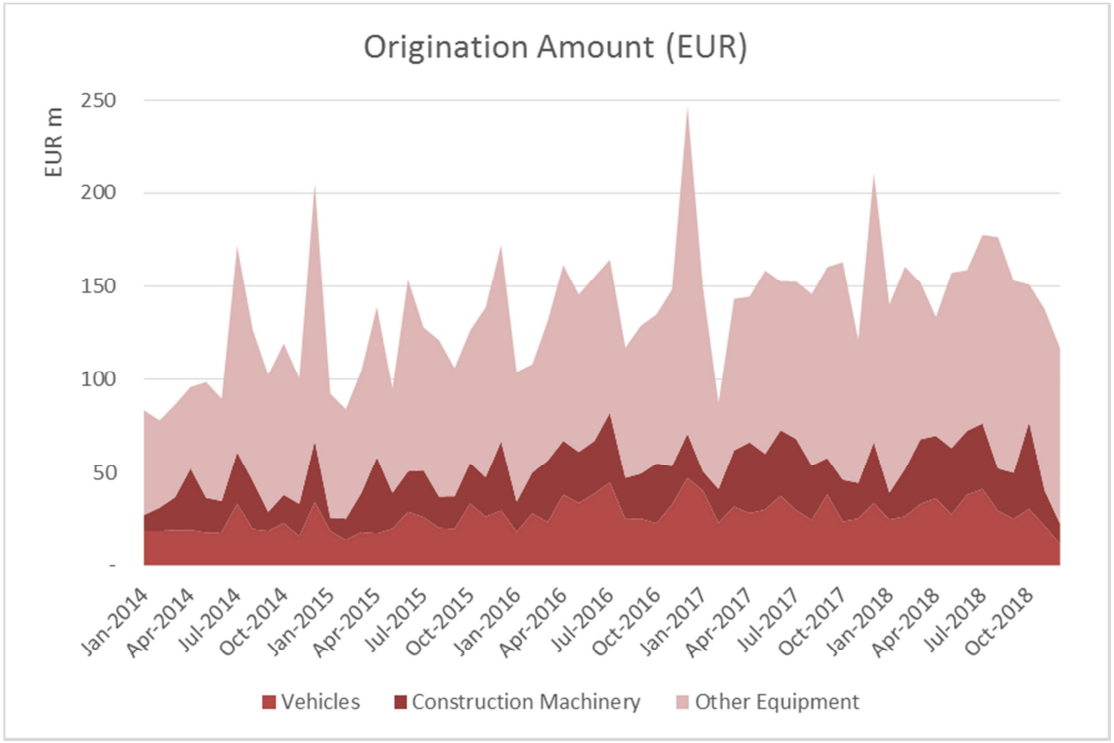
The figures show the arrears for the total Deutsche Leasing leasing portfolio as well as for the subportfolios Vehicles / Construction Machinery / Other Equipment.

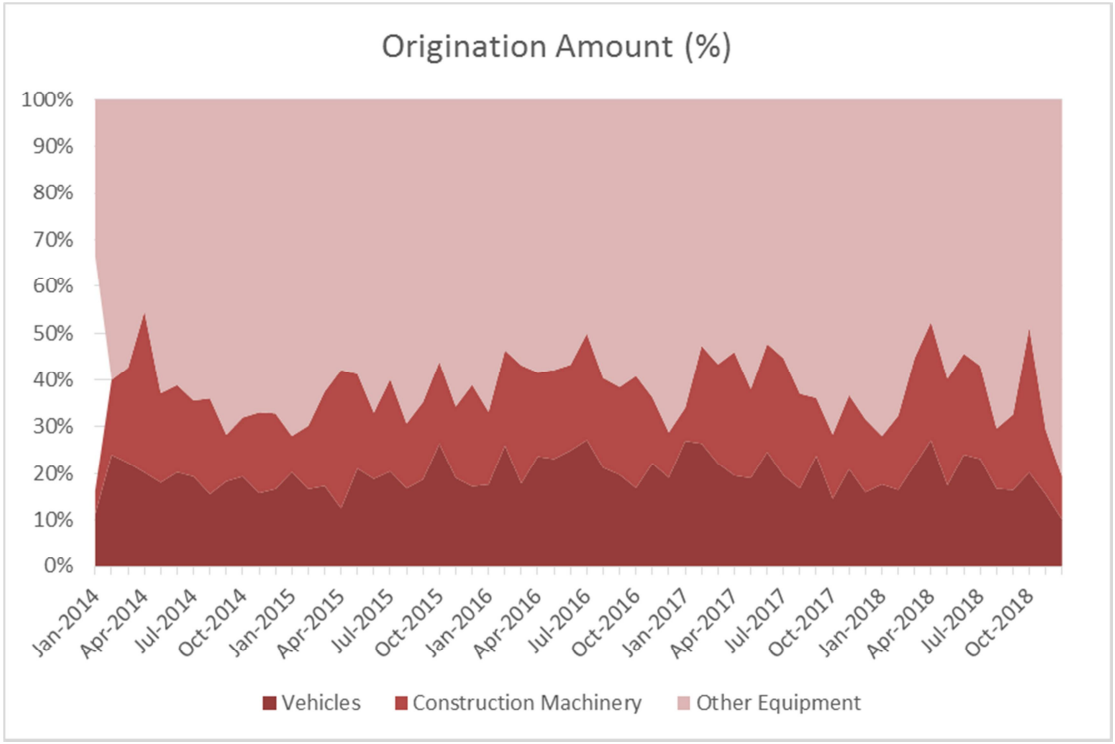
The percentages are calculated by dividing the outstanding balance of the lease which is in arrears in a particular month by the outstanding balance of the performing portfolio in that particular month.

All instalments are due on monthly basis.

1. Origination Amount and number of contracts originated per month

	Total		Vehicles			Construction Machinery			Other Equipment		
Month	Origination Amount (EUR)	Number of Contracts	Origination Amount (EUR)	Origination Amount (% of Total)	Number of Contracts	Origination Amount (EUR)	Origination Amount (% of Total)	Number of Contracts	Origination Amount (EUR)	Origination Amount (% of Total)	Number of Contracts
Jan-2014	83,560,845	711	18,957,648	23%	320	8,445,925	10%	55	56,157,272	67%	336
Feb-2014	78,150,165	750	18,801,869	24%	353	12,488,400	16%	68	46,859,896	60%	329
Mar-2014	86,537,313	863	19,352,972	22%	344	17,565,333	20%	120	49,619,009	57%	399
Apr-2014	95,911,645	840	19,449,733	20%	364	32,956,821	34%	121	43,505,091	45%	355
May-2014	98,559,545	928	17,852,364	18%	395	18,815,775	19%	108	61,891,405	63%	425
Jun-2014	89,717,594	864	18,221,583	20%	374	16,689,801	19%	107	54,806,210	61%	383
Jul-2014	172,023,750	986	33,367,497	19%	426	27,935,778	16%	121	110,720,476	64%	439
Aug-2014	126,890,859	819	19,822,526	16%	330	25,984,635	20%	96	81,083,698	64%	393
Sep-2014	102,573,588	792	18,825,521	18%	365	10,278,017	10%	73	73,470,050	72%	354
Oct-2014	119,389,990	896	23,158,478	19%	380	15,075,353	13%	98	81,156,159	68%	418
Nov-2014	100,841,547	938	15,956,635	16%	381	17,414,361	17%	91	67,470,552	67%	466
Dec-2014	205,273,107	1,096	34,257,582	17%	448	33,274,699	16%	108	137,740,825	67%	540
Jan-2015	92,317,027	705	18,759,462	20%	270	7,175,652	8%	47	66,381,913	72%	388
Feb-2015	84,125,371	761	14,045,042	17%	311	11,402,602	14%	79	58,677,727	70%	371
Mar-2015	104,762,988	942	18,189,357	17%	398	21,124,516	20%	120	65,449,115	62%	424
Apr-2015	139,137,800	956	17,461,204	13%	398	41,171,600	30%	129	80,504,996	58%	429
May-2015	95,127,980	1,070	20,059,978	21%	461	19,252,334	20%	124	55,815,667	59%	485
Jun-2015	153,898,286	1,143	29,073,199	19%	459	21,797,494	14%	135	103,027,593	67%	549
Jul-2015	128,085,981	1,278	26,224,715	20%	544	25,229,779	20%	143	76,631,487	60%	591
Aug-2015	121,258,134	1,051	20,429,237	17%	454	16,860,320	14%	121	83,968,577	69%	476
Sep-2015	106,228,841	1,125	19,905,049	19%	449	17,583,033	17%	138	68,740,759	65%	538
Oct-2015	126,405,283	1,205	33,406,114	26%	531	22,126,921	18%	130	70,872,248	56%	544
Nov-2015	138,789,477	1,215	26,486,429	19%	483	21,223,451	15%	148	91,079,597	66%	584
Dec-2015	172,465,617	1,297	29,829,898	17%	503	37,370,509	22%	154	105,265,210	61%	640
Jan-2016	104,055,098	857	18,390,566	18%	371	16,182,071	16%	87	69,482,461	67%	399
Feb-2016	108,227,245	1,101	28,215,358	26%	465	22,001,982	20%	111	58,009,904	54%	525
Mar-2016	131,622,667	1,309	23,547,221	18%	539	33,295,195	25%	171	74,780,252	57%	599
Apr-2016	161,739,609	1,501	38,364,028	24%	600	29,005,608	18%	193	94,369,974	58%	708
May-2016	145,747,373	1,268	33,812,189	23%	535	27,628,128	19%	165	84,307,055	58%	568
Jun-2016	155,311,797	1,455	38,803,186	25%	637	28,452,307	18%	194	88,056,304	57%	624
Jul-2016	164,618,922	1,367	44,799,240	27%	601	37,399,933	23%	166	82,419,749	50%	600
Aug-2016	117,292,468	1,282	24,977,859	21%	522	22,418,169	19%	147	69,896,441	60%	613
Sep-2016	129,018,257	1,307	25,484,724	20%	537	24,196,953	19%	164	79,336,580	61%	606
Oct-2016	134,992,666	1,132	22,852,548	17%	413	32,333,344	24%	154	79,806,774	59%	565
Nov-2016	148,408,815	1,269	32,976,078	22%	558	20,919,166	14%	141	94,513,572	64%	570
Dec-2016	246,690,447	1,456	47,259,215	19%	569	23,946,210	10%	170	175,485,022	71%	717
Jan-2017	149,277,700	963	40,327,521	27%	419	10,566,518	7%	81	98,383,661	66%	463
Feb-2017	87,418,841	1,069	23,151,706	26%	468	18,219,649	21%	128	46,047,486	53%	473
Mar-2017	143,431,720	1,512	31,876,866	22%	613	30,380,836	21%	218	81,174,017	57%	681
Apr-2017	144,598,007	1,314	28,376,393	20%	503	38,160,169	26%	226	78,061,445	54%	585
May-2017	158,754,269	1,430	30,268,830	19%	568	30,170,829	19%	204	98,314,611	62%	658
Jun-2017	152,944,180	1,436	37,728,665	25%	571	35,259,454	23%	207	79,956,061	52%	658
Jul-2017	152,856,770	1,403	29,961,066	20%	563	38,381,670	25%	204	84,514,034	55%	636
Aug-2017	146,090,002	1,295	24,624,271	17%	501	29,536,364	20%	181	91,929,367	63%	613
Sep-2017	160,620,582	1,330	38,392,643	24%	553	19,740,014	12%	158	102,487,925	64%	619
Oct-2017	163,246,319	1,205	23,834,889	15%	472	22,567,299	14%	171	116,844,132	72%	562
Nov-2017	121,309,533	1,394	25,453,605	21%	580	19,152,623	16%	161	76,703,305	63%	653
Dec-2017	210,851,365	1,600	33,811,884	16%	597	32,904,971	16%	207	144,134,510	68%	796
Jan-2018	140,387,409	1,130	24,865,761	18%	440	14,566,421	10%	118	100,955,228	72%	572
Feb-2018	160,780,854	1,204	26,606,044	17%	457	25,515,291	16%	161	108,659,519	68%	586
Mar-2018	152,330,681	1,581	33,291,866	22%	598	34,880,523	23%	258	84,158,292	55%	725
Apr-2018	133,667,515	1,500	36,339,047	27%	571	33,642,872	25%	259	63,685,596	48%	670
May-2018	157,511,856	1,412	27,583,904	18%	520	35,884,035	23%	229	94,043,916	60%	663
Jun-2018	159,044,268	1,615	38,335,205	24%	639	34,291,189	22%	236	86,417,873	54%	740
Jul-2018	177,743,302	1,593	41,243,338	23%	603	35,324,298	20%	218	101,175,667	57%	772
Aug-2018	176,560,511	1,423	29,630,877	17%	550	22,796,135	13%	195	124,133,499	70%	678
Sep-2018	153,338,740	1,303	25,321,672	17%	481	24,774,126	16%	187	103,242,942	67%	635
Oct-2018	151,172,344	1,343	30,603,125	20%	518	46,823,649	31%	186	73,745,570	49%	639
Nov-2018	137,922,945	876	21,449,836	16%	325	19,121,469	14%	108	97,351,640	71%	443
Dec-2018	116,711,509	289	11,835,872	10%	81	10,745,146	9%	47	94,130,490	81%	161


Origination Amount (EUR)
EUR m
250
200
150
100
50
-
Jan-2014
Apr-2014
Jul-2014
Oct-2014
Jan-2015
Apr-2015
Jul-2015
Oct-2015
Jan-2016
Apr-2016
Jul-2016
Oct-2016
Jan-2017
Apr-2017
Jul-2017
Oct-2017
Jan-2018
Apr-2018
Jul-2018
Oct-2018
Vehicles
Construction Machinery
Other Equipment


Origination Amount (%)
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Jan-2014
Apr-2014
Jul-2014
Oct-2014
Jan-2015
Apr-2015
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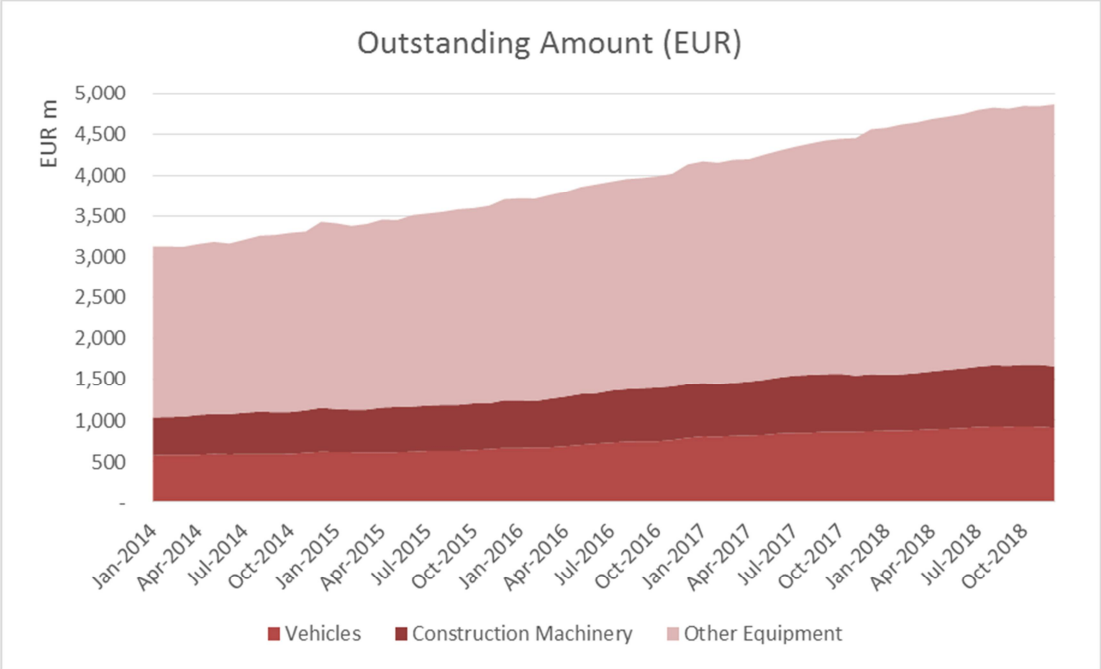
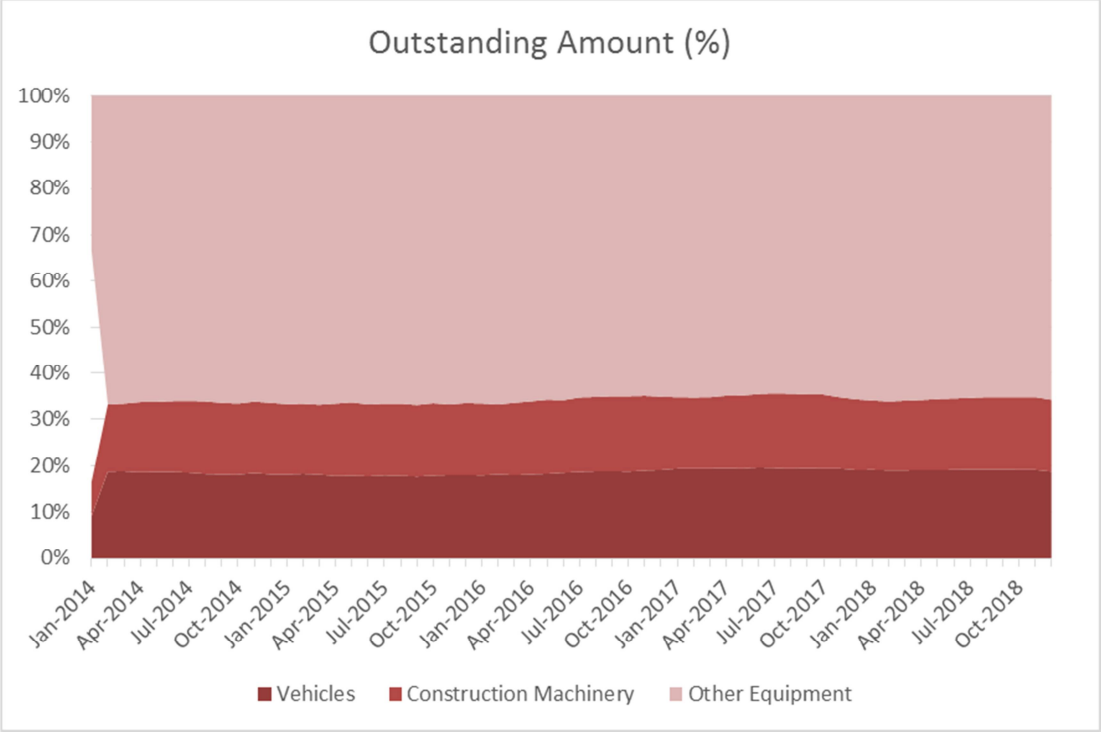
Jul-2016
Oct-2016
Jan-2017
Apr-2017
Jul-2017
Oct-2017
Jan-2018
Apr-2018
Jul-2018
Oct-2018
Vehicles
Construction Machinery
Other Equipment

2. Outstanding Portfolio Amount

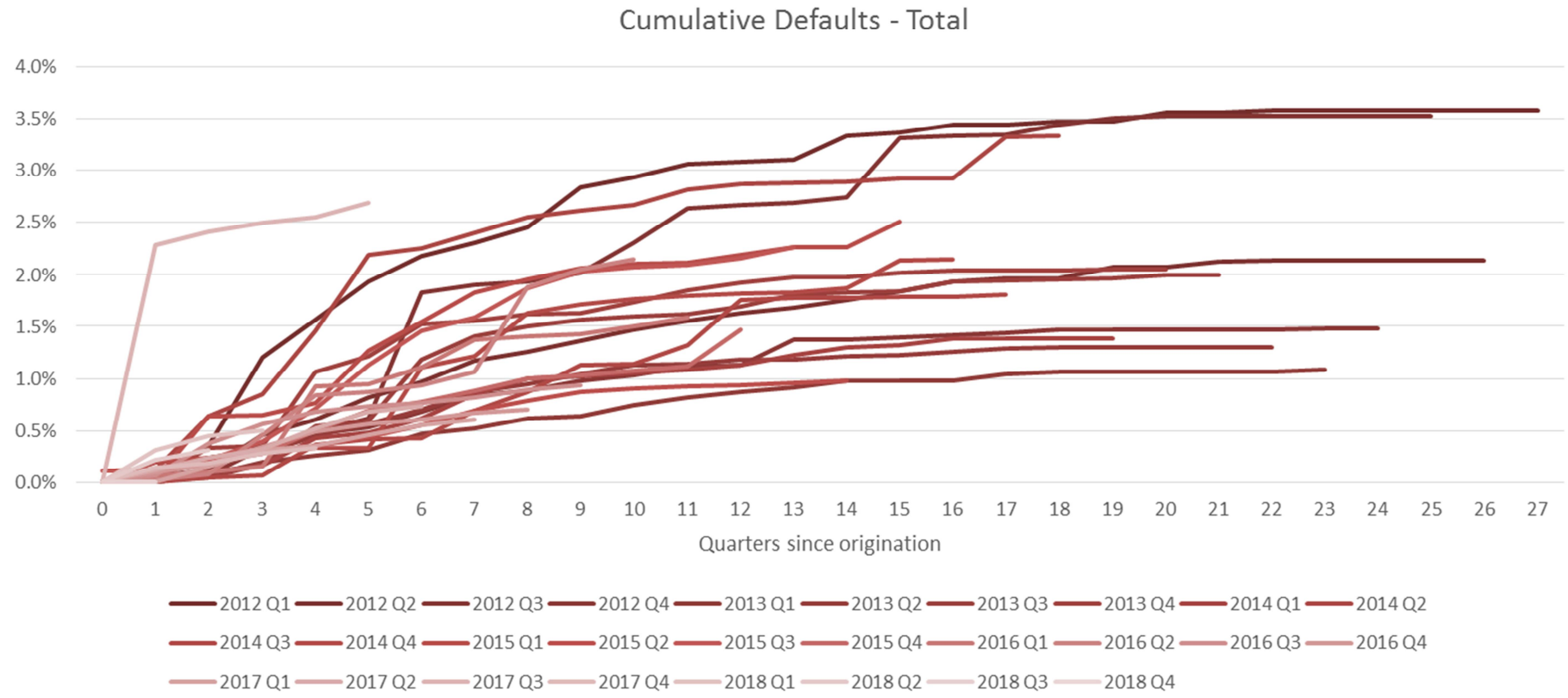
	Total		Vehicles			Construction Machinery			Other Equipment		
Month	Outstanding Amount (EUR)	Number of Contracts	Outstanding Amount (EUR)	Outstanding Amount (% of Total)	Number of Contracts	Outstanding Amount (EUR)	Outstanding Amount (% of Total)	Number of Contracts	Outstanding Amount (EUR)	Outstanding Amount (% of Total)	Number of Contracts
Jan-2014	3,131,357,928	34,986	577,958,802	18%	15,387	458,317,740	15%	3,874	2,095,081,385	67%	15,725
Feb-2014	3,130,353,812	35,067	586,702,007	19%	15,392	453,292,148	14%	3,882	2,090,359,657	67%	15,793
Mar-2014	3,128,234,540	35,076	587,055,205	19%	15,313	457,662,065	15%	3,891	2,083,517,270	67%	15,872
Apr-2014	3,162,180,286	35,287	586,453,108	19%	15,328	480,282,953	15%	3,938	2,095,444,225	66%	16,021
May-2014	3,187,615,251	35,468	595,383,806	19%	15,380	481,333,125	15%	3,939	2,110,898,320	66%	16,149
Jun-2014	3,167,672,077	35,611	590,112,668	19%	15,379	484,984,979	15%	3,958	2,092,574,431	66%	16,274
Jul-2014	3,213,859,063	35,902	593,852,015	18%	15,414	499,148,223	16%	4,003	2,120,858,825	66%	16,485
Aug-2014	3,262,473,759	36,037	594,437,617	18%	15,423	510,732,942	16%	4,005	2,157,303,199	66%	16,609
Sep-2014	3,272,160,230	36,110	592,500,796	18%	15,385	505,676,651	15%	4,018	2,173,982,783	66%	16,707
Oct-2014	3,297,055,203	36,334	595,497,340	18%	15,405	505,498,549	15%	4,037	2,196,059,314	67%	16,892
Nov-2014	3,312,787,658	36,462	609,938,269	18%	15,398	511,002,941	15%	4,021	2,191,846,448	66%	17,043
Dec-2014	3,431,372,377	36,857	622,374,607	18%	15,477	529,721,907	15%	4,061	2,279,275,864	66%	17,319
Jan-2015	3,414,390,186	36,966	617,949,186	18%	15,438	518,754,911	15%	4,059	2,277,686,090	67%	17,469
Feb-2015	3,381,787,710	37,050	616,728,853	18%	15,447	511,310,531	15%	4,057	2,253,748,326	67%	17,546
Mar-2015	3,406,066,641	37,267	615,946,718	18%	15,502	513,804,798	15%	4,078	2,276,315,125	67%	17,687
Apr-2015	3,458,828,431	37,470	614,464,358	18%	15,561	540,657,308	16%	4,115	2,303,706,765	67%	17,794
May-2015	3,453,366,750	37,839	616,656,338	18%	15,700	545,883,128	16%	4,172	2,290,827,285	66%	17,967
Jun-2015	3,514,226,273	38,271	622,399,583	18%	15,803	544,609,007	15%	4,251	2,347,217,683	67%	18,217
Jul-2015	3,533,751,126	38,890	632,554,166	18%	16,065	547,362,655	15%	4,291	2,353,834,304	67%	18,534
Aug-2015	3,555,015,561	39,257	633,635,017	18%	16,183	553,424,152	16%	4,361	2,367,956,392	67%	18,713
Sep-2015	3,585,758,725	39,728	633,670,189	18%	16,307	553,939,816	15%	4,417	2,398,148,720	67%	19,004
Oct-2015	3,599,622,497	40,096	642,863,149	18%	16,463	562,156,130	16%	4,461	2,394,603,219	67%	19,172
Nov-2015	3,628,662,854	40,537	652,873,441	18%	16,584	552,251,229	15%	4,530	2,423,538,184	67%	19,423
Dec-2015	3,708,048,915	41,058	668,025,882	18%	16,771	574,523,513	15%	4,593	2,465,499,520	66%	19,694
Jan-2016	3,718,963,482	41,341	666,433,392	18%	16,859	576,525,956	16%	4,627	2,476,004,135	67%	19,855
Feb-2016	3,715,726,715	41,815	674,058,092	18%	17,007	560,158,446	15%	4,662	2,481,510,177	67%	20,146
Mar-2016	3,761,619,855	42,373	675,493,166	18%	17,189	587,978,393	16%	4,730	2,498,148,296	66%	20,454
Apr-2016	3,801,545,808	43,014	689,017,445	18%	17,401	599,398,407	16%	4,814	2,513,129,955	66%	20,799
May-2016	3,860,507,590	43,538	704,294,510	18%	17,571	617,091,148	16%	4,906	2,539,121,931	66%	21,061
Jun-2016	3,893,696,427	44,270	719,118,881	18%	17,841	609,741,999	16%	4,980	2,564,835,547	66%	21,449
Jul-2016	3,925,658,039	44,760	732,338,012	19%	18,040	630,942,327	16%	5,067	2,562,377,701	65%	21,653
Aug-2016	3,959,034,836	45,342	743,326,818	19%	18,235	636,084,028	16%	5,128	2,579,623,990	65%	21,979
Sep-2016	3,972,197,097	45,867	747,089,099	19%	18,444	642,052,198	16%	5,195	2,583,055,800	65%	22,228
Oct-2016	3,991,768,182	46,282	746,924,098	19%	18,535	650,045,368	16%	5,262	2,594,798,716	65%	22,485
Nov-2016	4,025,272,332	46,751	762,021,575	19%	18,759	650,413,868	16%	5,311	2,612,836,890	65%	22,681
Dec-2016	4,136,595,288	47,309	788,806,424	19%	18,920	654,282,281	16%	5,390	2,693,506,583	65%	22,999
Jan-2017	4,173,778,832	47,668	807,907,145	19%	19,033	643,133,122	15%	5,422	2,722,738,565	65%	23,213
Feb-2017	4,157,343,103	47,961	804,638,195	19%	19,147	638,494,318	15%	5,433	2,714,210,590	65%	23,381
Mar-2017	4,193,116,966	48,632	813,674,647	19%	19,397	644,349,328	15%	5,535	2,735,092,991	65%	23,700
Apr-2017	4,199,079,780	48,971	818,607,301	19%	19,445	655,379,505	16%	5,623	2,725,092,974	65%	23,903
May-2017	4,252,834,149	49,687	824,858,126	19%	19,673	670,145,587	16%	5,770	2,757,830,436	65%	24,244
Jun-2017	4,302,651,206	50,293	842,698,141	20%	19,882	683,021,489	16%	5,871	2,776,931,577	65%	24,540
Jul-2017	4,347,720,647	50,883	847,276,448	19%	20,060	701,154,360	16%	5,992	2,799,289,839	64%	24,831
Aug-2017	4,386,749,037	51,422	849,211,052	19%	20,206	708,318,540	16%	6,073	2,829,219,445	64%	25,143
Sep-2017	4,423,869,112	51,852	862,054,009	19%	20,335	704,185,732	16%	6,139	2,857,629,371	65%	25,378
Oct-2017	4,445,035,662	52,211	860,848,807	19%	20,427	709,697,408	16%	6,203	2,874,489,447	65%	25,581
Nov-2017	4,453,450,832	52,641	862,656,348	19%	20,594	684,803,497	15%	6,190	2,905,990,987	65%	25,857
Dec-2017	4,559,914,087	53,263	869,182,292	19%	20,781	696,074,018	15%	6,274	2,994,657,778	66%	26,208
Jan-2018	4,576,681,709	53,648	874,691,637	19%	20,863	684,345,302	15%	6,331	3,017,644,770	66%	26,454
Feb-2018	4,617,466,572	54,063	876,426,263	19%	20,985	687,170,074	15%	6,382	3,053,870,235	66%	26,696
Mar-2018	4,642,550,047	54,671	882,109,681	19%	21,156	697,885,630	15%	6,503	3,062,554,736	66%	27,012
Apr-2018	4,683,723,337	55,528	893,461,083	19%	21,347	707,098,008	15%	6,646	3,083,164,245	66%	27,535
May-2018	4,710,974,883	56,015	897,783,452	19%	21,488	722,427,205	15%	6,777	3,090,764,227	66%	27,750
Jun-2018	4,742,174,136	56,610	905,689,802	19%	21,706	730,157,624	15%	6,891	3,106,326,709	66%	28,013
Jul-2018	4,792,028,503	57,273	920,019,677	19%	21,899	739,200,001	15%	7,013	3,132,808,826	65%	28,361
Aug-2018	4,820,315,372	57,908	926,489,965	19%	22,106	749,773,262	16%	7,128	3,144,052,145	65%	28,674
Sep-2018	4,807,528,589	58,339	923,626,854	19%	22,193	746,642,533	16%	7,216	3,137,259,202	65%	28,930
Oct-2018	4,840,067,781	58,757	926,652,124	19%	22,299	757,004,140	16%	7,292	3,156,411,516	65%	29,166
Nov-2018	4,836,504,415	58,666	923,893,928	19%	22,190	758,507,262	16%	7,305	3,154,103,225	65%	29,171
Dec-2018	4,859,813,336	58,065	909,420,256	19%	21,858	753,607,641	16%	7,283	3,196,785,439	66%	28,924


Outstanding Amount (EUR)
EUR m
5,000
4,500
4,000
3,500
3,000
2,500
2,000
1,500
1,000
500
-
Jan-2014
Apr-2014
Jul-2014
Oct-2014
Jan-2015
Apr-2015
Jul-2015
Oct-2015
Jan-2016
Apr-2016
Jul-2016
Oct-2016
Jan-2017
Apr-2017
Jul-2017
Oct-2017
Jan-2018
Apr-2018
Jul-2018
Oct-2018
Vehicles
Construction Machinery
Other Equipment


Outstanding Amount (%)
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Jan-2014
Apr-2014
Jul-2014
Oct-2014
Jan-2015
Apr-2015
Jul-2015
Oct-2015
Jan-2016
Apr-2016
Jul-2016
Oct-2016
Jan-2017
Apr-2017
Jul-2017
Oct-2017
Jan-2018
Apr-2018
Jul-2018
Oct-2018
Vehicles
Construction Machinery
Other Equipment

3. Cumulative gross default rates – total portfolio

Origination Amount (EUR)	Total Quarter	cumulative Defaults in % / quarters since origination																											
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
234,790,878	2012 Q1	0.0%	0.0%	0.4%	1.2%	1.6%	1.9%	2.2%	2.3%	2.5%	2.8%	2.9%	3.1%	3.1%	3.1%	3.3%	3.4%	3.4%	3.4%	3.5%	3.5%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%
315,204,010	2012 Q2	0.0%	0.1%	0.1%	0.5%	0.6%	0.8%	1.0%	1.2%	1.3%	1.4%	1.5%	1.6%	1.6%	1.7%	1.8%	1.8%	1.9%	2.0%	2.0%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	
312,510,478	2012 Q3	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	1.8%	1.9%	1.9%	2.0%	2.3%	2.6%	2.7%	2.7%	2.7%	3.3%	3.3%	3.3%	3.4%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%		
305,398,590	2012 Q4	0.0%	0.0%	0.1%	0.3%	0.5%	0.5%	0.7%	0.8%	0.9%	1.0%	1.0%	1.1%	1.1%	1.4%	1.4%	1.4%	1.4%	1.4%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%			
260,167,625	2013 Q1	0.0%	0.0%	0.1%	0.2%	0.3%	0.3%	0.5%	0.5%	0.6%	0.6%	0.7%	0.8%	0.9%	0.9%	1.0%	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%				
309,619,835	2013 Q2	0.0%	0.1%	0.2%	0.3%	0.4%	0.6%	0.7%	0.9%	0.9%	1.0%	1.1%	1.1%	1.2%	1.2%	1.2%	1.2%	1.3%	1.3%	1.3%	1.3%	1.3%	1.3%	1.3%					
288,171,121	2013 Q3	0.0%	0.0%	0.0%	0.2%	0.5%	0.6%	1.2%	1.4%	1.5%	1.6%	1.6%	1.6%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%	2.0%	2.0%	2.0%						
327,436,637	2013 Q4	0.0%	0.0%	0.3%	0.4%	1.1%	1.2%	1.5%	1.5%	1.6%	1.6%	1.7%	1.9%	1.9%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%							
248,248,323	2014 Q1	0.0%	0.0%	0.1%	0.2%	0.4%	0.5%	0.6%	0.8%	1.0%	1.0%	1.1%	1.1%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.4%	1.4%								
284,188,784	2014 Q2	0.0%	0.1%	0.6%	0.9%	1.5%	2.2%	2.2%	2.4%	2.5%	2.6%	2.7%	2.8%	2.9%	2.9%	2.9%	2.9%	2.9%	3.3%	3.3%									
401,488,197	2014 Q3	0.0%	0.0%	0.0%	0.1%	0.4%	0.4%	0.4%	0.7%	0.9%	1.1%	1.1%	1.3%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%										
425,504,644	2014 Q4	0.0%	0.2%	0.2%	0.3%	0.3%	0.3%	1.1%	1.2%	1.6%	1.7%	1.8%	1.8%	1.8%	1.8%	1.9%	2.1%	2.1%											
281,205,386	2015 Q1	0.0%	0.0%	0.6%	0.7%	0.8%	1.3%	1.5%	1.8%	2.0%	2.1%	2.1%	2.1%	2.2%	2.3%	2.3%	2.5%												
388,164,066	2015 Q2	0.0%	0.1%	0.2%	0.3%	0.4%	0.4%	0.6%	0.7%	0.8%	0.9%	0.9%	0.9%	0.9%	1.0%	1.0%													
355,572,957	2015 Q3	0.1%	0.1%	0.2%	0.4%	0.7%	1.1%	1.5%	1.6%	1.9%	2.0%	2.1%	2.1%	2.2%	2.3%														
437,660,377	2015 Q4	0.0%	0.1%	0.2%	0.3%	0.5%	0.7%	0.8%	0.9%	1.0%	1.0%	1.1%	1.1%	1.5%															
343,905,010	2016 Q1	0.0%	0.1%	0.1%	0.1%	0.9%	1.0%	1.1%	1.4%	1.4%	1.4%	1.5%	1.6%																
462,798,778	2016 Q2	0.0%	0.0%	0.1%	0.5%	0.8%	0.9%	0.9%	1.1%	1.9%	2.1%	2.1%																	
410,929,648	2016 Q3	0.0%	0.1%	0.4%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%																		
530,091,927	2016 Q4	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	0.6%	0.7%	0.7%																			
380,128,261	2017 Q1	0.0%	0.0%	0.1%	0.3%	0.4%	0.5%	0.6%	0.6%																				
456,296,457	2017 Q2	0.0%	0.1%	0.2%	0.3%	0.5%	0.7%	0.7%																					
459,567,353	2017 Q3	0.0%	2.3%	2.4%	2.5%	2.5%	2.7%																						
495,407,217	2017 Q4	0.0%	0.1%	0.2%	0.3%	0.3%																							
453,498,944	2018 Q1	0.0%	0.3%	0.4%	0.5%																								
450,223,638	2018 Q2	0.0%	0.2%	0.3%																									
507,642,554	2018 Q3	0.0%	0.0%																										
405,806,798	2018 Q4	0.0%																											

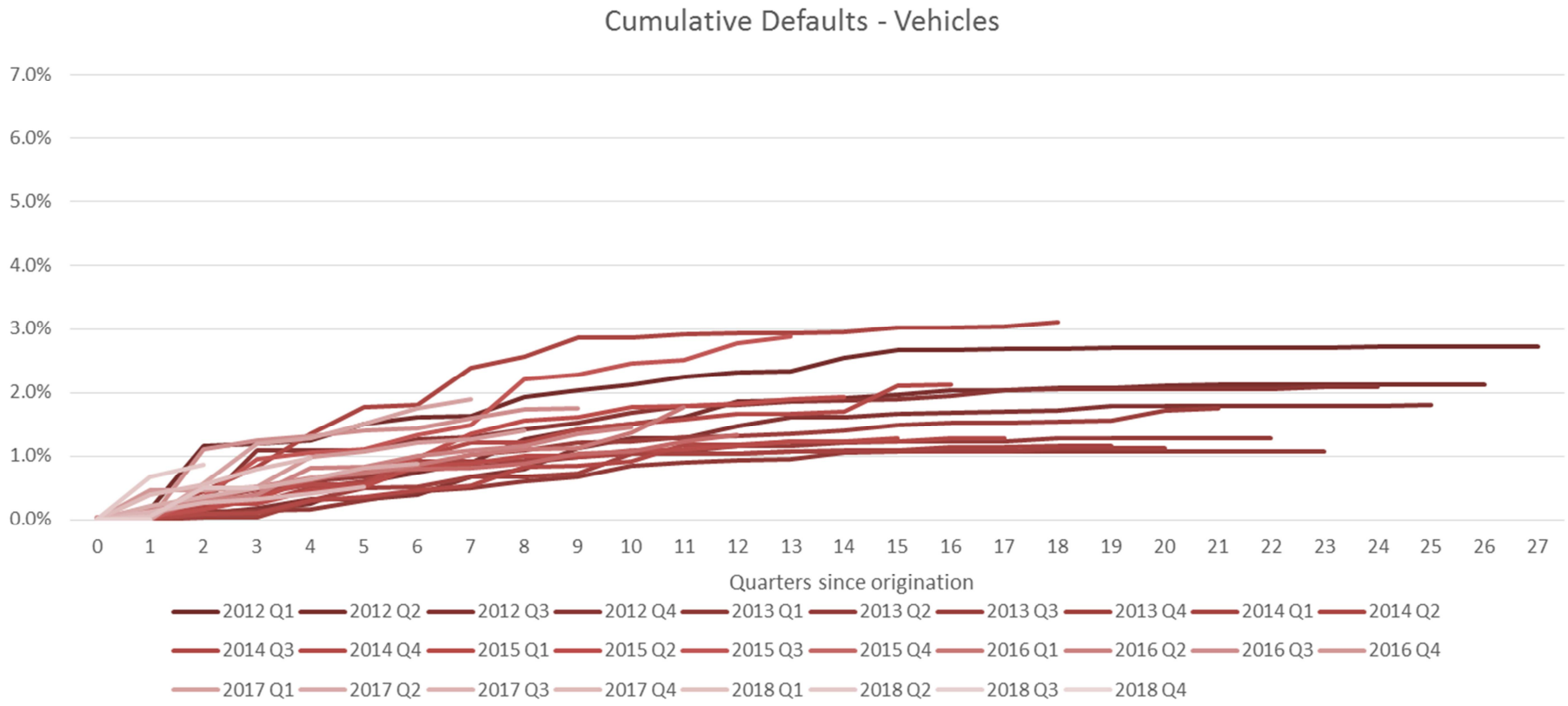

Cumulative Defaults - Total
4.0%
3.5%
3.0%
2.5%
2.0%
1.5%
1.0%
0.5%
0.0%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since origination
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

3.1 Cumulative gross default rates - vehicles portfolio

Vehicles

cumulative Defaults in % / quarters since origination

Origination Amount (EUR)	**Quarter**	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**
43,324,560	2012 Q1	0.0%	0.2%	1.2%	1.2%	1.3%	1.5%	1.6%	1.6%	1.9%	2.0%	2.1%	2.2%	2.3%	2.3%	2.6%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
52,653,875	2012 Q2	0.0%	0.0%	0.0%	0.1%	0.3%	0.6%	0.7%	0.9%	1.3%	1.4%	1.5%	1.6%	1.9%	1.9%	1.9%	2.0%	2.0%	2.0%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	
53,165,385	2012 Q3	0.0%	0.0%	0.1%	0.2%	0.3%	0.3%	0.4%	0.7%	0.8%	1.1%	1.3%	1.3%	1.5%	1.6%	1.6%	1.7%	1.7%	1.7%	1.7%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%		
71,038,401	2012 Q4	0.0%	0.0%	0.3%	1.1%	1.1%	1.1%	1.3%	1.3%	1.4%	1.5%	1.7%	1.8%	1.8%	1.9%	1.9%	1.9%	1.9%	2.0%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%			
68,247,769	2013 Q1	0.0%	0.0%	0.1%	0.1%	0.2%	0.3%	0.4%	0.5%	0.6%	0.7%	0.9%	0.9%	0.9%	0.9%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%				
56,930,811	2013 Q2	0.0%	0.0%	0.2%	0.4%	0.6%	0.7%	0.8%	0.8%	0.9%	1.0%	1.1%	1.1%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.3%	1.3%	1.3%	1.3%	1.3%					
48,775,621	2013 Q3	0.0%	0.1%	0.3%	0.5%	0.6%	0.8%	0.8%	1.0%	1.1%	1.2%	1.2%	1.3%	1.3%	1.3%	1.4%	1.5%	1.5%	1.5%	1.5%	1.6%	1.7%	1.8%						
70,209,273	2013 Q4	0.0%	0.0%	0.0%	0.0%	0.3%	0.5%	0.5%	0.7%	0.7%	0.7%	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%							
57,112,489	2014 Q1	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	0.9%	0.9%	0.9%	1.0%	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%								
55,523,680	2014 Q2	0.0%	0.1%	0.4%	0.8%	1.3%	1.8%	1.8%	2.4%	2.6%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	3.0%	3.0%	3.0%	3.1%									
72,015,544	2014 Q3	0.0%	0.0%	0.1%	0.1%	0.3%	0.4%	0.5%	0.5%	0.8%	0.8%	0.9%	1.2%	1.2%	1.2%	1.2%	1.2%	1.3%	1.3%										
73,372,695	2014 Q4	0.0%	0.1%	0.2%	0.4%	0.6%	0.6%	1.0%	1.2%	1.2%	1.4%	1.5%	1.6%	1.7%	1.7%	1.7%	2.1%	2.1%											
50,993,861	2015 Q1	0.0%	0.1%	0.2%	0.2%	0.5%	0.5%	0.8%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.2%	1.3%												
66,594,381	2015 Q2	0.0%	0.1%	0.2%	0.3%	0.6%	0.8%	1.0%	1.3%	1.6%	1.6%	1.8%	1.8%	1.8%	1.9%	1.9%													
66,559,001	2015 Q3	0.0%	0.0%	0.4%	1.0%	1.0%	1.1%	1.3%	1.5%	2.2%	2.3%	2.5%	2.5%	2.8%	2.9%														
89,722,440	2015 Q4	0.0%	0.2%	0.3%	0.5%	0.6%	0.8%	0.8%	0.8%	0.9%	1.0%	1.1%	1.2%	1.3%															
70,153,145	2016 Q1	0.0%	0.2%	0.3%	0.5%	0.6%	0.7%	0.9%	1.0%	1.1%	1.1%	1.4%	1.8%																
110,979,403	2016 Q2	0.0%	0.1%	0.3%	0.4%	0.8%	0.8%	1.0%	1.1%	1.2%	1.4%	1.5%																	
95,261,823	2016 Q3	0.0%	0.0%	1.1%	1.2%	1.3%	1.4%	1.4%	1.6%	1.7%	1.8%																		
103,087,841	2016 Q4	0.0%	0.5%	0.5%	0.5%	1.0%	1.1%	1.2%	1.3%	1.4%																			
95,356,093	2017 Q1	0.0%	0.0%	0.6%	1.2%	1.3%	1.5%	1.8%	1.9%																				
96,373,888	2017 Q2	0.0%	0.2%	0.4%	0.5%	0.6%	0.8%	0.9%																					
92,977,980	2017 Q3	0.0%	0.1%	0.3%	0.3%	0.4%	0.5%																						
83,100,377	2017 Q4	0.0%	0.4%	0.5%	0.8%	1.0%																							
84,763,671	2018 Q1	0.0%	0.1%	0.5%	0.5%																								
102,258,157	2018 Q2	0.0%	0.7%	0.9%																									
96,195,887	2018 Q3	0.0%	0.0%																										
63,888,833	2018 Q4	0.0%																											

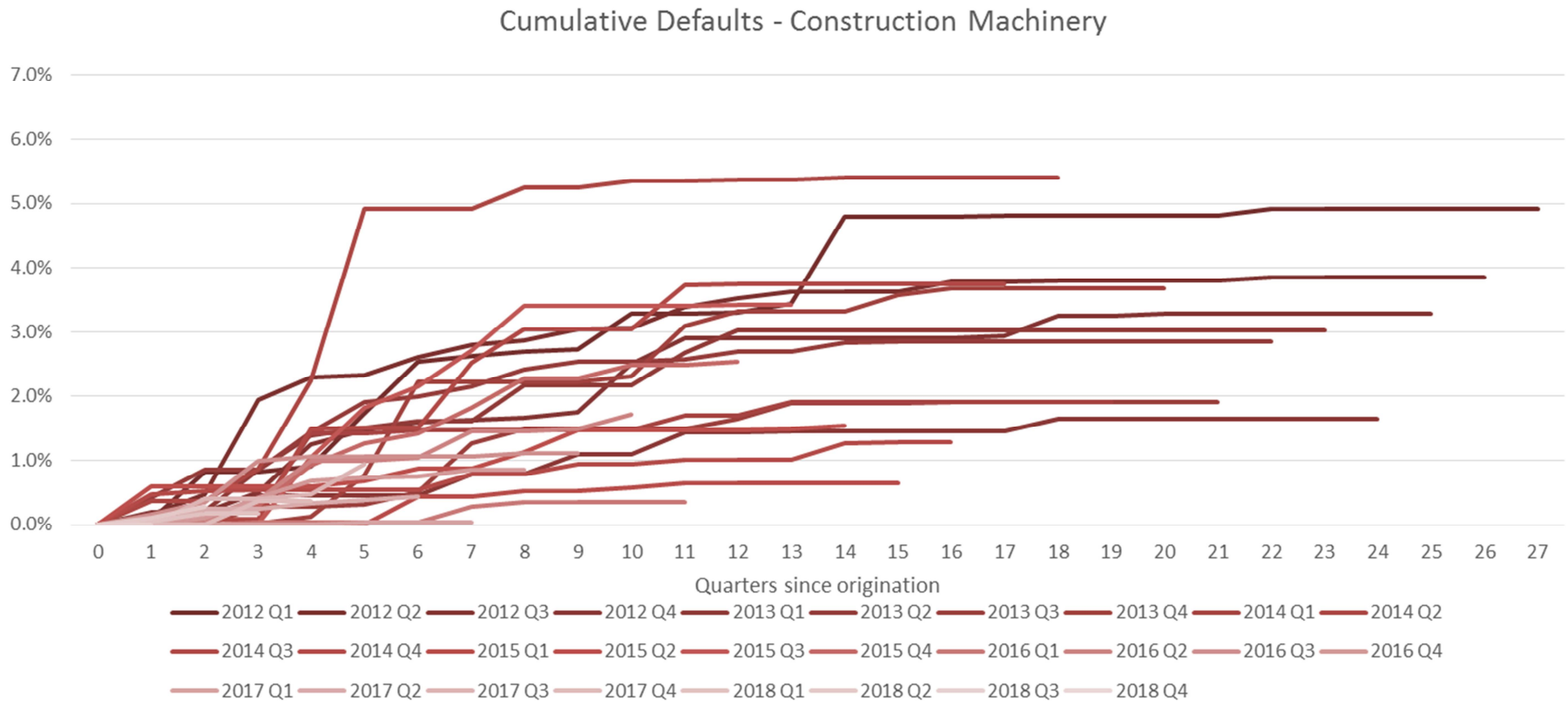

Cumulative Defaults - Vehicles
7.0%
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since origination
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

3.2 Cumulative gross default rates – machinery portfolio

Construction Machinery

cumulative Defaults in % / quarters since origination

Origination Amount (EUR)	Quarter	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
34,126,994	2012 Q1	0.0%	0.1%	0.8%	0.8%	0.9%	1.7%	2.5%	2.6%	2.7%	2.7%	3.3%	3.3%	3.3%	3.4%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.9%	4.9%	4.9%	4.9%	4.9%	4.9%
58,682,357	2012 Q2	0.0%	0.2%	0.5%	1.9%	2.3%	2.3%	2.6%	2.8%	2.9%	3.0%	3.1%	3.4%	3.5%	3.6%	3.6%	3.6%	3.8%	3.8%	3.8%	3.8%	3.8%	3.8%	3.9%	3.9%	3.9%	3.9%	3.9%	
57,537,939	2012 Q3	0.0%	0.2%	0.2%	0.5%	1.3%	1.5%	1.6%	1.6%	1.7%	1.8%	2.5%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	3.2%	3.2%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%		
45,687,590	2012 Q4	0.0%	0.0%	0.0%	0.5%	0.5%	0.5%	0.5%	0.8%	0.8%	1.1%	1.1%	1.4%	1.4%	1.5%	1.5%	1.5%	1.5%	1.5%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%			
26,953,838	2013 Q1	0.0%	0.0%	0.2%	0.8%	1.4%	1.5%	1.6%	1.6%	2.2%	2.2%	2.2%	2.7%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%				
57,442,090	2013 Q2	0.0%	0.4%	0.8%	0.8%	1.4%	1.9%	2.0%	2.2%	2.4%	2.5%	2.5%	2.6%	2.7%	2.7%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%					
71,151,115	2013 Q3	0.0%	0.0%	0.0%	0.3%	0.3%	0.3%	0.5%	1.3%	1.5%	1.5%	1.5%	1.5%	1.6%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%						
50,745,773	2013 Q4	0.0%	0.0%	0.0%	0.0%	0.1%	0.8%	2.2%	2.2%	2.2%	2.2%	2.3%	3.1%	3.3%	3.3%	3.3%	3.6%	3.7%	3.7%	3.7%	3.7%	3.7%							
38,499,657	2014 Q1	0.0%	0.1%	0.2%	0.2%	1.4%	1.4%	1.5%	1.5%	1.5%	1.5%	1.5%	1.7%	1.7%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%								
68,462,397	2014 Q2	0.0%	0.4%	0.4%	0.9%	2.2%	4.9%	4.9%	4.9%	5.2%	5.2%	5.3%	5.3%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%									
64,198,429	2014 Q3	0.0%	0.0%	0.1%	0.1%	1.5%	1.5%	1.5%	2.5%	3.0%	3.0%	3.0%	3.7%	3.8%	3.8%	3.8%	3.8%	3.8%	3.8%										
65,764,413	2014 Q4	0.0%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.0%	1.3%	1.3%	1.3%											
39,702,771	2015 Q1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%												
82,221,429	2015 Q2	0.0%	0.6%	0.6%	0.6%	0.6%	0.7%	0.9%	0.9%	1.1%	1.5%	1.5%	1.5%	1.5%	1.5%	1.6%													
59,673,132	2015 Q3	0.0%	0.0%	0.0%	0.0%	1.0%	1.8%	2.1%	2.7%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%														
80,720,881	2015 Q4	0.0%	0.0%	0.2%	0.3%	0.9%	1.3%	1.4%	1.8%	2.3%	2.3%	2.5%	2.5%	2.5%															
71,479,249	2016 Q1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.3%	0.3%	0.3%	0.3%																
85,086,043	2016 Q2	0.0%	0.0%	0.0%	0.4%	1.0%	1.0%	1.0%	1.5%	1.5%	1.5%	1.7%																	
84,015,055	2016 Q3	0.0%	0.2%	0.3%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%																		
77,198,719	2016 Q4	0.0%	0.0%	0.1%	0.4%	0.7%	0.7%	0.8%	0.9%	0.9%																			
59,167,003	2017 Q1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%																				
103,590,452	2017 Q2	0.0%	0.0%	0.2%	0.2%	0.3%	0.4%	0.4%																					
87,658,047	2017 Q3	0.0%	0.0%	0.4%	0.4%	0.5%	0.9%																						
74,624,893	2017 Q4	0.0%	0.0%	0.0%	0.4%	0.4%																							
74,962,235	2018 Q1	0.0%	0.0%	0.2%	0.2%																								
103,818,096	2018 Q2	0.0%	0.1%	0.3%																									
82,894,559	2018 Q3	0.0%	0.0%																										
76,690,264	2018 Q4	0.0%																											

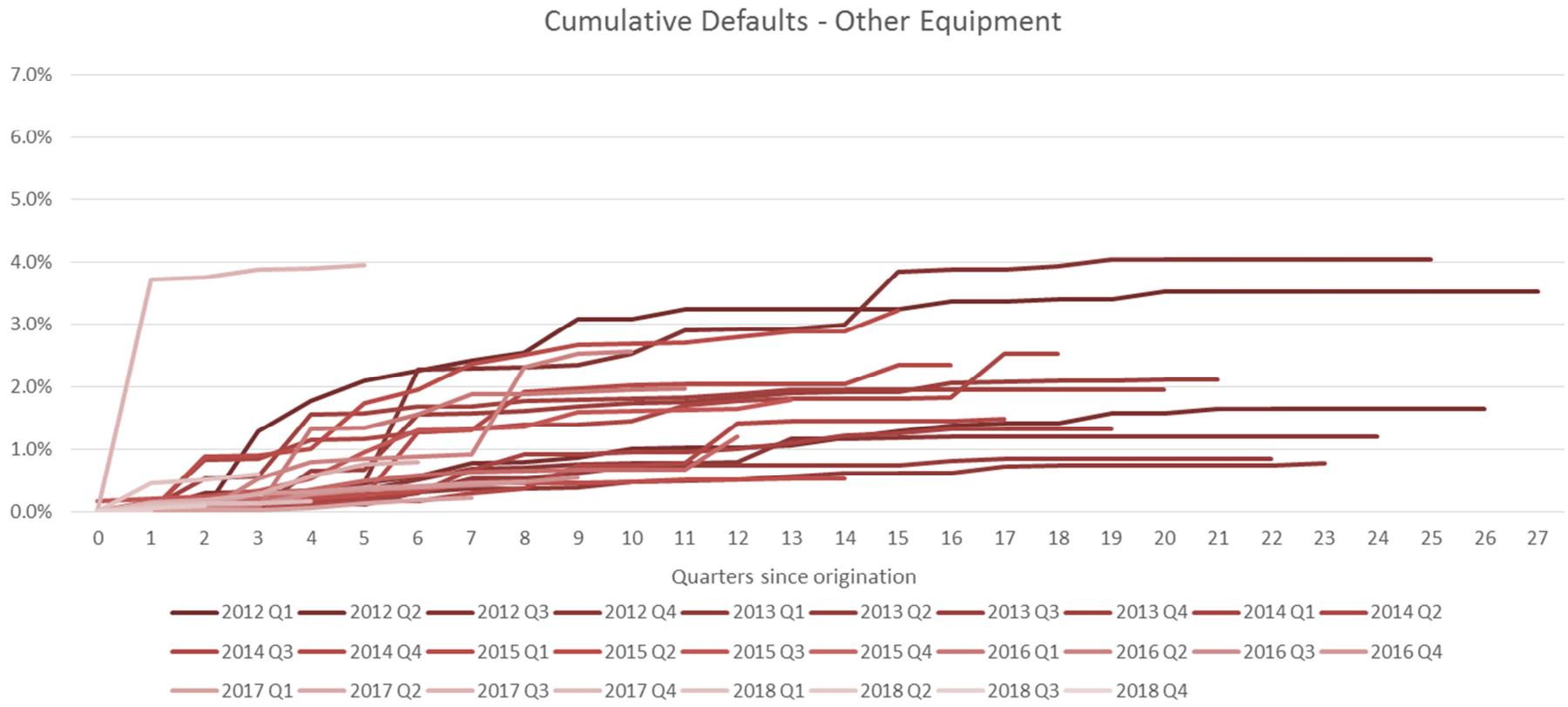

Cumulative Defaults - Construction Machinery
7.0%
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since origination
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

3.3 Cumulative gross default rates – other equipment portfolio

Other Equipment

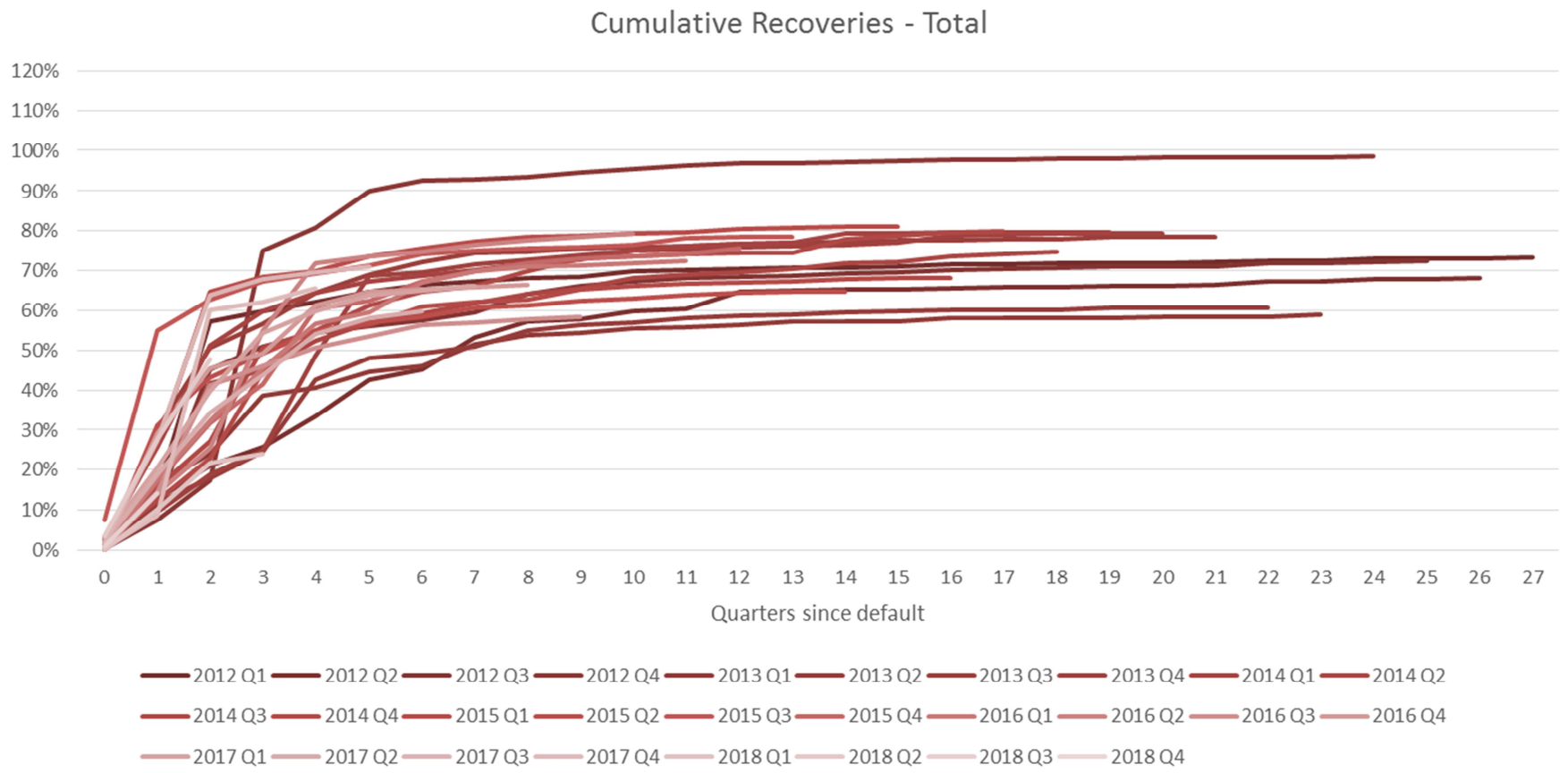
cumulative Defaults in % / quarters since origination

Origination Amount (EUR)	Quarter	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
157,339,325	2012 Q1	0.0%	0.0%	0.0%	1.3%	1.8%	2.1%	2.3%	2.4%	2.5%	3.1%	3.1%	3.2%	3.2%	3.2%	3.2%	3.2%	3.4%	3.4%	3.4%	3.4%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
203,867,778	2012 Q2	0.0%	0.0%	0.0%	0.1%	0.2%	0.5%	0.6%	0.8%	0.8%	0.9%	1.0%	1.0%	1.0%	1.1%	1.2%	1.3%	1.4%	1.4%	1.4%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	
201,807,154	2012 Q3	0.0%	0.0%	0.3%	0.3%	0.3%	0.4%	2.3%	2.3%	2.3%	2.3%	2.5%	2.9%	2.9%	2.9%	3.0%	3.9%	3.9%	3.9%	3.9%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%		
188,672,598	2012 Q4	0.0%	0.0%	0.0%	0.0%	0.2%	0.3%	0.5%	0.7%	0.7%	0.8%	0.8%	0.8%	0.8%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%			
164,966,018	2013 Q1	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.3%	0.4%	0.4%	0.4%	0.5%	0.5%	0.5%	0.6%	0.6%	0.6%	0.6%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.8%				
195,246,935	2013 Q2	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.3%	0.5%	0.5%	0.6%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	0.9%	0.9%	0.9%					
168,244,386	2013 Q3	0.0%	0.0%	0.0%	0.0%	0.6%	0.7%	1.6%	1.6%	1.6%	1.7%	1.7%	1.7%	1.8%	1.9%	1.9%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%						
206,481,591	2013 Q4	0.0%	0.1%	0.5%	0.5%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%							
152,636,177	2014 Q1	0.0%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.7%	0.9%	0.9%	1.0%	1.0%	1.0%	1.1%	1.2%	1.3%	1.3%	1.3%	1.3%	1.3%								
160,202,706	2014 Q2	0.0%	0.0%	0.8%	0.9%	1.2%	1.2%	1.3%	1.3%	1.4%	1.4%	1.5%	1.7%	1.8%	1.8%	1.8%	1.8%	1.8%	2.5%	2.5%									
265,274,224	2014 Q3	0.0%	0.0%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.4%	0.7%	0.7%	0.8%	1.4%	1.4%	1.4%	1.5%	1.5%	1.5%										
286,367,536	2014 Q4	0.0%	0.2%	0.2%	0.2%	0.2%	0.2%	1.3%	1.3%	1.9%	2.0%	2.0%	2.0%	2.0%	2.0%	2.1%	2.3%	2.4%											
190,508,754	2015 Q1	0.0%	0.0%	0.9%	0.9%	1.0%	1.7%	2.0%	2.4%	2.5%	2.7%	2.7%	2.7%	2.8%	2.9%	2.9%	3.2%												
239,348,256	2015 Q2	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%													
229,340,823	2015 Q3	0.2%	0.2%	0.2%	0.3%	0.5%	1.0%	1.3%	1.3%	1.4%	1.6%	1.6%	1.6%	1.7%	1.8%														
267,217,055	2015 Q4	0.0%	0.1%	0.1%	0.2%	0.3%	0.5%	0.6%	0.6%	0.7%	0.7%	0.7%	0.7%	1.2%															
202,272,617	2016 Q1	0.0%	0.0%	0.0%	0.1%	1.3%	1.4%	1.6%	1.9%	1.9%	1.9%	2.0%	2.0%																
266,733,333	2016 Q2	0.0%	0.0%	0.0%	0.5%	0.8%	0.9%	0.9%	0.9%	2.3%	2.5%	2.6%																	
231,652,770	2016 Q3	0.0%	0.1%	0.1%	0.1%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%																		
349,805,368	2016 Q4	0.0%	0.0%	0.1%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%																			
225,605,164	2017 Q1	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%																				
256,332,117	2017 Q2	0.0%	0.1%	0.2%	0.3%	0.6%	0.8%	0.8%																					
278,931,326	2017 Q3	0.0%	3.7%	3.8%	3.9%	3.9%	4.0%																						
337,681,947	2017 Q4	0.0%	0.1%	0.1%	0.1%	0.2%																							
293,773,039	2018 Q1	0.0%	0.5%	0.5%	0.6%																								
244,147,385	2018 Q2	0.0%	0.1%	0.1%																									
328,552,108	2018 Q3	0.0%	0.0%																										
265,227,701	2018 Q4	0.0%																											


Cumulative Defaults - Other Equipment
7.0%
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since origination
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

4. Cumulative recovery rates – total portfolio

Defaulted Amount (EUR)	Total Quarter	cumulative Recoveries in % / quarters since default																												
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
13,633,986	2012 Q1	0.9%	14.9%	57.3%	59.7%	62.0%	64.7%	66.3%	67.2%	68.2%	68.5%	70.0%	70.1%	70.6%	70.6%	70.8%	71.0%	71.6%	71.7%	71.8%	71.9%	71.9%	72.0%	72.3%	72.4%	73.0%	73.1%	73.2%	73.2%
13,526,953	2012 Q2	1.1%	12.6%	21.0%	25.7%	33.3%	42.5%	45.3%	53.2%	57.3%	57.8%	59.9%	60.3%	64.8%	65.0%	65.2%	65.4%	65.6%	65.8%	65.9%	66.1%	66.2%	66.4%	67.2%	67.3%	67.8%	67.9%	68.0%	
14,787,050	2012 Q3	0.2%	11.2%	45.2%	50.8%	54.4%	56.0%	57.6%	59.6%	64.2%	66.1%	67.4%	68.1%	68.5%	68.8%	69.2%	69.6%	70.1%	70.3%	70.7%	71.0%	71.0%	71.1%	71.9%	72.0%	72.0%	72.5%		
33,732,616	2012 Q4	0.3%	7.7%	17.2%	75.0%	80.8%	89.8%	92.4%	92.9%	93.5%	94.6%	95.5%	96.1%	96.7%	97.0%	97.3%	97.4%	97.8%	97.8%	97.9%	98.0%	98.2%	98.2%	98.2%	98.4%	98.6%			
18,053,571	2013 Q1	0.9%	16.4%	24.0%	38.5%	40.5%	44.5%	46.0%	51.5%	53.7%	54.3%	55.5%	55.9%	56.3%	57.2%	57.3%	57.4%	58.2%	58.2%	58.2%	58.2%	58.2%	58.2%	58.3%	58.9%				
17,002,241	2013 Q2	0.1%	11.9%	17.8%	24.5%	42.5%	48.2%	49.1%	50.8%	55.0%	56.3%	57.0%	58.2%	58.7%	59.0%	59.6%	59.7%	60.1%	60.1%	60.2%	60.6%	60.6%	60.6%	60.6%					
11,517,835	2013 Q3	0.8%	30.3%	50.6%	56.7%	64.3%	68.9%	72.0%	74.4%	74.9%	75.7%	76.0%	76.3%	76.8%	77.0%	77.3%	77.5%	77.6%	77.8%	77.8%	78.4%	78.4%	78.5%						
16,138,053	2013 Q4	0.4%	9.6%	18.8%	24.7%	48.5%	68.8%	69.6%	71.6%	72.6%	73.9%	74.9%	75.4%	75.8%	76.2%	76.4%	77.2%	78.7%	79.1%	79.3%	79.3%	79.3%							
4,616,810	2014 Q1	2.8%	25.7%	51.3%	59.7%	64.4%	67.2%	68.6%	70.0%	71.8%	72.7%	75.0%	76.2%	76.8%	77.1%	79.3%	79.4%	79.5%	79.6%	79.6%	79.7%								
6,307,302	2014 Q2	2.2%	15.6%	41.7%	44.8%	52.3%	57.0%	59.2%	61.7%	64.2%	65.5%	68.1%	69.0%	69.6%	70.4%	71.8%	72.1%	73.6%	74.2%	74.6%									
6,797,588	2014 Q3	1.9%	15.7%	27.0%	50.6%	54.9%	61.3%	64.6%	66.2%	69.8%	72.9%	73.6%	74.1%	74.4%	74.6%	77.8%	78.7%	79.6%	79.8%										
7,137,712	2014 Q4	2.1%	12.5%	22.7%	44.5%	54.8%	56.4%	61.0%	62.1%	62.7%	65.2%	66.1%	66.6%	66.9%	67.2%	67.7%	68.0%	68.1%											
8,641,562	2015 Q1	3.4%	26.5%	64.6%	68.5%	70.0%	73.5%	75.7%	77.2%	78.3%	78.7%	79.4%	79.8%	80.5%	80.7%	80.9%	81.0%												
7,675,791	2015 Q2	0.4%	31.1%	43.1%	49.3%	55.0%	56.9%	58.3%	60.5%	61.2%	62.4%	63.0%	63.9%	64.4%	64.6%	64.8%													
8,183,808	2015 Q3	7.5%	54.9%	62.6%	67.3%	69.3%	71.3%	74.2%	74.9%	75.5%	75.8%	76.3%	78.0%	78.4%	78.6%														
3,536,476	2015 Q4	0.9%	17.0%	31.7%	41.4%	60.4%	62.5%	67.2%	70.0%	71.9%	73.1%	73.6%	74.3%	75.5%															
5,686,606	2016 Q1	1.0%	17.5%	32.4%	45.4%	56.8%	59.6%	66.9%	69.9%	70.9%	71.2%	72.0%	72.6%																
9,690,664	2016 Q2	0.5%	14.1%	25.4%	54.9%	71.8%	73.6%	74.8%	76.5%	77.6%	78.5%	79.3%																	
8,801,045	2016 Q3	1.0%	14.6%	41.0%	46.1%	50.5%	53.4%	56.4%	57.0%	57.8%	58.3%																		
8,681,571	2016 Q4	0.7%	29.2%	45.5%	49.3%	61.2%	64.6%	65.3%	65.7%	66.4%																			
9,826,042	2017 Q1	3.3%	20.5%	39.6%	54.2%	59.8%	63.8%	65.0%	66.1%																				
5,883,475	2017 Q2	2.1%	18.8%	34.3%	43.9%	54.1%	58.0%	59.8%																					
9,985,416	2017 Q3	1.7%	27.4%	63.8%	68.0%	69.6%	70.9%																						
12,541,555	2017 Q4	0.4%	8.9%	60.1%	62.1%	65.4%																							
9,028,325	2018 Q1	0.0%	10.3%	21.7%	24.0%																								
4,006,588	2018 Q2	3.6%	27.6%	47.8%																									
8,397,681	2018 Q3	0.9%	14.1%																										
6,015,252	2018 Q4	1.1%																											

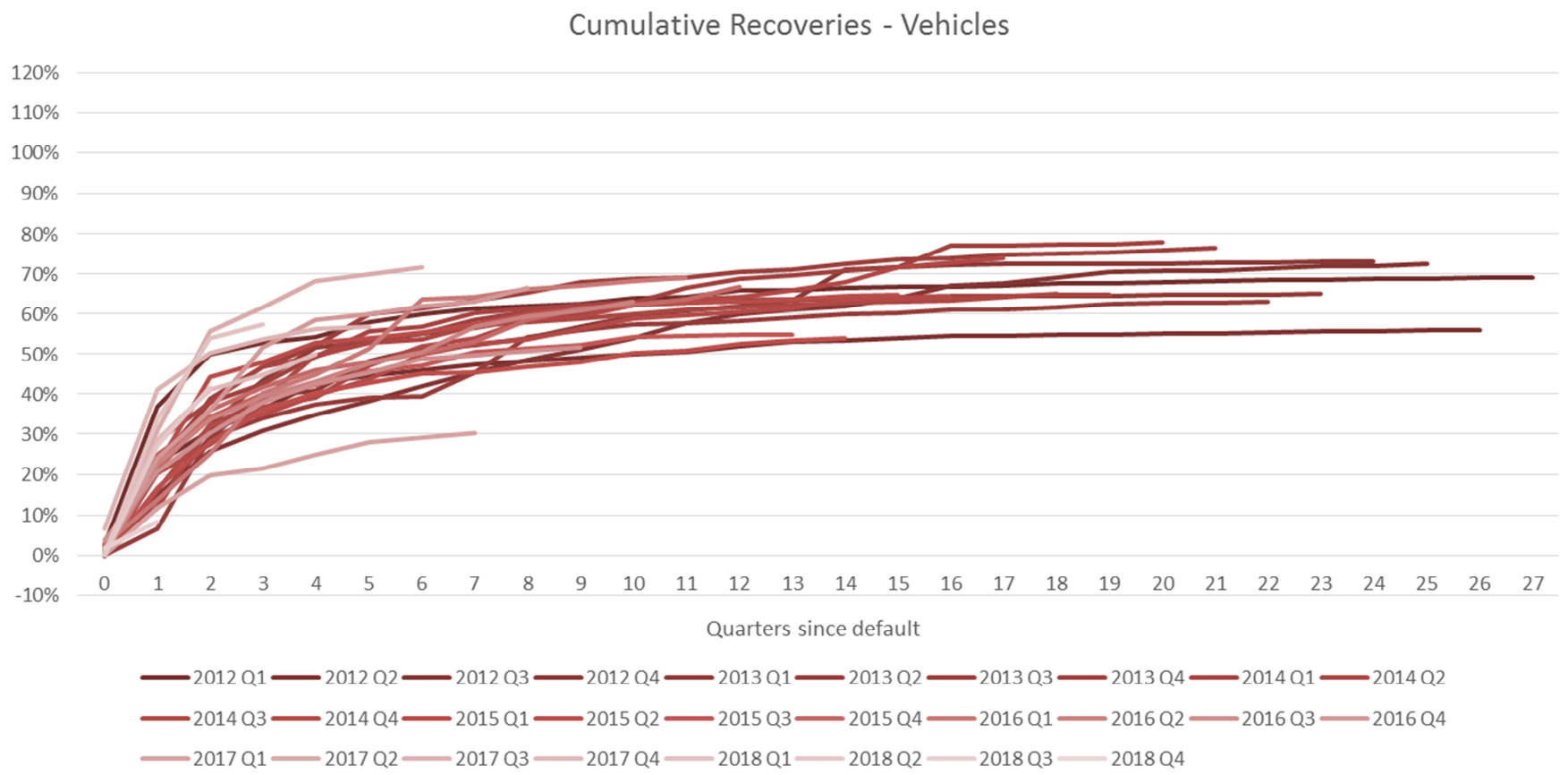

Cumulative Recoveries - Total
120%
110%
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since default
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

4.1 Cumulative recovery rates – vehicles portfolio

Vehicles

cumulative Recoveries in % / quarters since default

Defaulted Amount (EUR)	**Quarter**	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**
2,830,582	2012 Q1	2.5%	36.9%	49.9%	52.8%	54.4%	58.0%	60.0%	61.4%	62.0%	62.4%	63.8%	64.2%	65.8%	66.0%	66.4%	66.7%	66.9%	67.2%	67.6%	67.7%	67.8%	68.3%	68.4%	68.6%	68.7%	68.7%	69.0%	69.1%
2,128,133	2012 Q2	0.0%	22.9%	30.7%	36.2%	42.9%	44.4%	45.9%	47.4%	48.3%	49.0%	49.9%	50.6%	52.0%	53.1%	53.4%	53.9%	54.5%	54.5%	54.7%	54.9%	55.0%	55.2%	55.3%	55.5%	55.7%	55.9%	55.9%	
2,325,555	2012 Q3	1.6%	14.9%	25.8%	31.0%	34.8%	38.2%	42.0%	45.5%	48.5%	51.0%	54.0%	57.6%	59.8%	61.1%	62.0%	64.0%	67.0%	67.7%	69.2%	70.4%	70.7%	70.9%	71.4%	71.8%	72.0%	72.5%		
1,099,100	2012 Q4	0.5%	13.8%	29.2%	39.7%	40.8%	48.2%	51.3%	52.3%	53.8%	56.9%	59.3%	60.7%	61.9%	63.3%	71.0%	71.5%	72.3%	72.5%	72.6%	72.5%	72.6%	72.8%	72.9%	72.9%	73.0%			
1,387,850	2013 Q1	1.6%	12.0%	32.3%	43.3%	51.7%	53.1%	55.1%	56.4%	58.8%	59.8%	62.3%	62.7%	63.5%	63.6%	63.8%	63.9%	64.3%	64.4%	64.5%	64.5%	64.9%	64.9%	64.9%	64.9%				
2,484,133	2013 Q2	0.1%	6.5%	29.1%	34.0%	37.3%	39.0%	39.5%	45.3%	54.2%	55.9%	57.5%	57.7%	58.1%	59.1%	60.0%	60.2%	61.1%	61.2%	61.6%	62.6%	62.7%	62.9%	63.0%					
1,152,260	2013 Q3	-0.3%	20.4%	38.8%	46.7%	52.0%	59.9%	61.4%	63.3%	65.3%	68.1%	68.7%	69.1%	70.4%	71.1%	72.5%	73.6%	73.9%	74.9%	75.1%	75.4%	76.0%	76.5%						
1,190,907	2013 Q4	0.6%	22.9%	37.9%	42.5%	49.4%	53.4%	55.1%	58.4%	60.5%	61.7%	62.7%	66.4%	68.8%	69.6%	70.8%	71.7%	76.9%	77.1%	77.2%	77.4%	77.8%							
924,767	2014 Q1	0.1%	28.2%	38.0%	46.9%	49.3%	55.6%	56.7%	60.3%	61.5%	62.1%	63.0%	62.9%	63.1%	63.4%	64.0%	64.2%	64.4%	64.5%	64.7%	64.8%								
1,441,586	2014 Q2	1.6%	11.9%	32.1%	38.5%	49.8%	52.9%	53.8%	57.0%	57.8%	58.9%	59.9%	60.9%	61.6%	62.2%	62.8%	63.0%	63.4%	64.1%	64.9%									
995,140	2014 Q3	2.2%	20.2%	27.5%	36.9%	39.2%	47.1%	52.1%	53.9%	58.5%	59.3%	62.3%	63.6%	64.3%	65.9%	68.0%	71.7%	72.7%	74.0%										
1,123,467	2014 Q4	0.3%	16.0%	32.3%	34.8%	39.7%	43.8%	50.1%	52.6%	53.8%	56.2%	58.8%	59.7%	60.5%	61.3%	63.7%	64.0%	64.1%											
1,518,979	2015 Q1	0.2%	21.9%	44.3%	47.8%	52.8%	54.1%	55.5%	57.4%	60.0%	61.3%	62.4%	62.6%	62.9%	63.7%	64.5%	64.9%												
851,376	2015 Q2	0.3%	16.7%	28.1%	35.9%	40.4%	42.8%	45.0%	45.4%	46.8%	48.0%	50.3%	50.8%	52.4%	53.5%	54.0%													
1,405,242	2015 Q3	2.5%	24.9%	34.1%	40.1%	42.1%	45.6%	47.2%	50.5%	51.5%	52.3%	54.1%	54.6%	54.7%	54.9%														
781,892	2015 Q4	0.4%	20.9%	35.9%	41.6%	46.0%	48.0%	50.1%	53.1%	58.5%	61.3%	62.3%	63.6%	66.9%															
1,761,990	2016 Q1	2.8%	13.7%	25.0%	40.3%	44.9%	51.4%	63.7%	64.2%	66.3%	66.9%	68.1%	69.1%																
1,225,292	2016 Q2	0.1%	22.6%	33.8%	39.3%	43.2%	47.6%	50.5%	56.8%	59.2%	60.8%	63.0%																	
1,496,303	2016 Q3	3.8%	20.5%	30.1%	38.1%	42.5%	45.5%	48.8%	49.7%	50.8%	51.7%																		
990,051	2016 Q4	0.3%	23.9%	35.9%	51.7%	58.5%	60.0%	62.0%	62.9%	66.4%																			
2,732,603	2017 Q1	0.2%	11.7%	19.7%	21.5%	24.9%	27.9%	29.3%	30.2%																				
1,494,227	2017 Q2	0.1%	30.9%	55.6%	61.5%	68.2%	70.0%	71.5%																					
2,156,969	2017 Q3	6.5%	41.0%	50.4%	53.6%	56.3%	56.8%																						
1,663,803	2017 Q4	1.0%	28.5%	41.1%	44.8%	50.0%																							
1,372,596	2018 Q1	0.0%	33.8%	54.0%	57.4%																								
1,414,935	2018 Q2	0.2%	27.1%	41.5%																									
2,894,724	2018 Q3	1.8%	8.5%																										
1,274,106	2018 Q4	0.6%																											

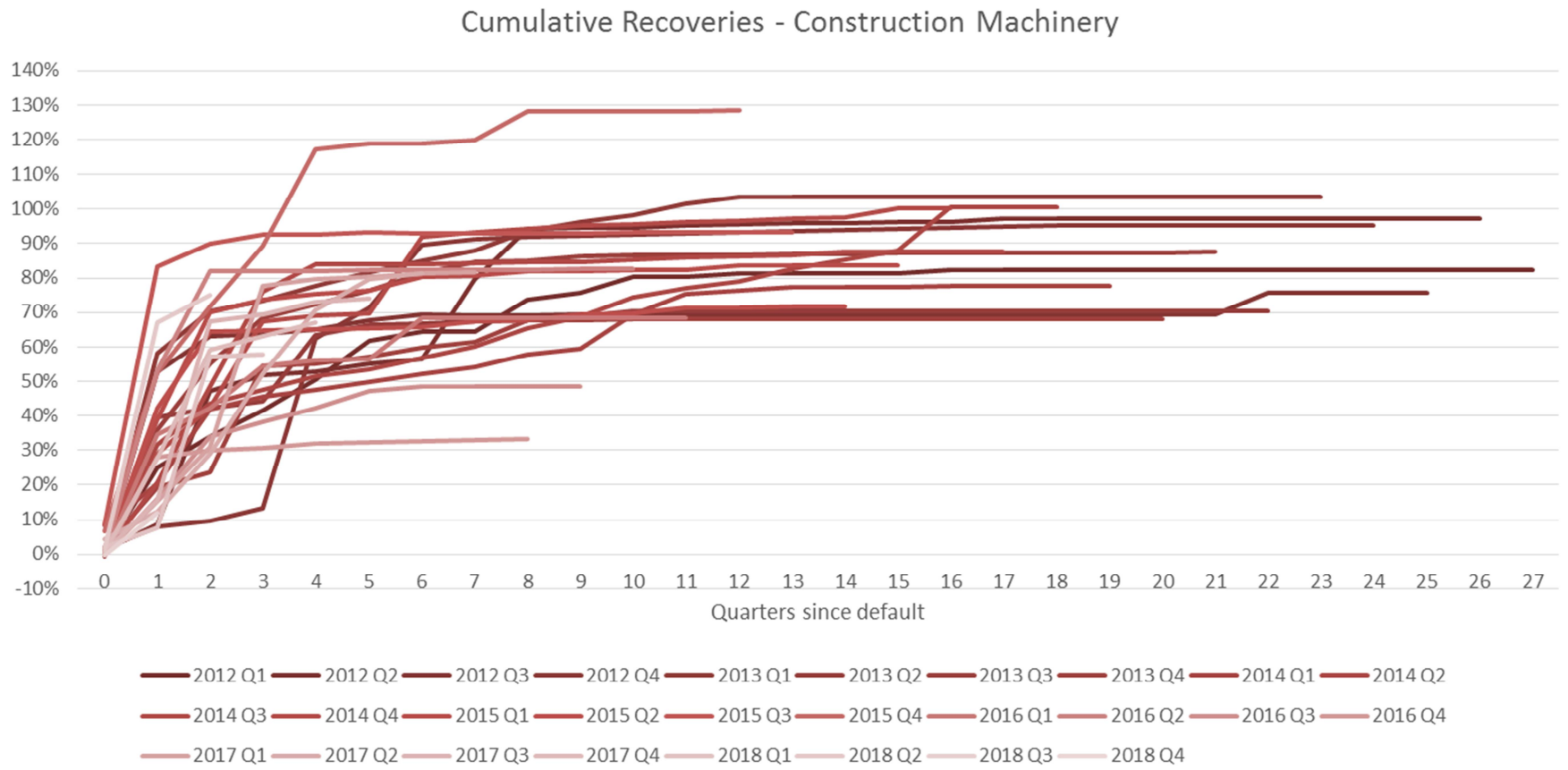

Cumulative Recoveries - Vehicles
120%
110%
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
-10%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since default
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

4.2 Cumulative recovery rates – machinery portfolio

Construction Machinery

cumulative Recoveries in % / quarters since default

Defaulted Amount (EUR)	Quarter	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
914,978	2012 Q1	0.9%	24.9%	33.9%	41.4%	50.4%	61.6%	64.3%	64.5%	73.9%	75.6%	80.5%	80.5%	81.3%	81.3%	81.3%	81.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%	82.3%
1,402,939	2012 Q2	1.4%	8.8%	47.1%	51.8%	52.8%	55.2%	56.5%	79.8%	94.4%	94.5%	94.7%	95.3%	95.6%	95.8%	96.0%	96.2%	96.3%	97.4%	97.4%	97.4%	97.4%	97.4%	97.4%	97.4%	97.4%	97.4%	97.4%	
1,409,766	2012 Q3	0.1%	52.9%	62.9%	63.7%	65.1%	67.8%	69.3%	69.2%	69.2%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	69.3%	75.7%	75.7%	75.7%	75.7%		
3,358,367	2012 Q4	1.7%	8.0%	9.7%	13.4%	62.5%	71.4%	89.8%	91.2%	91.9%	92.4%	92.8%	93.1%	93.3%	93.7%	93.9%	94.4%	94.7%	94.8%	95.3%	95.3%	95.3%	95.3%	95.3%	95.3%	95.3%			
1,675,759	2013 Q1	0.0%	58.2%	70.4%	73.5%	77.8%	81.6%	84.9%	88.0%	93.8%	96.4%	98.3%	101.5%	103.5%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%	103.7%				
2,869,602	2013 Q2	-0.5%	39.5%	42.3%	44.2%	63.6%	66.4%	66.9%	67.3%	67.8%	68.7%	70.4%	70.4%	70.4%	70.4%	70.5%	70.5%	70.5%	70.5%	70.5%	70.5%	70.5%	70.5%	70.5%					
3,972,896	2013 Q3	0.8%	35.9%	55.1%	68.5%	72.5%	76.3%	81.5%	84.7%	85.0%	86.4%	86.6%	86.7%	86.8%	87.0%	87.1%	87.2%	87.2%	87.3%	87.4%	87.4%	87.5%	87.5%						
822,597	2013 Q4	2.0%	19.4%	23.8%	54.3%	55.1%	57.1%	59.9%	61.3%	67.8%	67.9%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%							
864,978	2014 Q1	8.2%	20.4%	42.0%	45.6%	47.6%	49.7%	52.2%	54.0%	57.9%	59.3%	69.3%	75.3%	76.4%	77.3%	77.3%	77.4%	77.6%	77.6%	77.6%	77.7%								
518,685	2014 Q2	0.4%	31.4%	43.4%	47.5%	51.4%	53.5%	56.7%	60.2%	65.6%	68.8%	74.4%	77.1%	79.2%	82.8%	85.3%	88.0%	100.5%	100.5%	100.5%									
1,129,844	2014 Q3	0.3%	20.6%	48.6%	76.1%	83.9%	84.0%	84.2%	84.4%	84.6%	84.8%	85.5%	85.9%	86.3%	86.6%	87.7%	87.8%	87.8%	87.8%										
597,764	2014 Q4	1.0%	28.9%	42.6%	67.6%	68.9%	69.6%	91.8%	93.4%	94.4%	95.2%	95.7%	96.2%	96.7%	97.2%	97.7%	100.2%	100.3%											
3,849,251	2015 Q1	1.6%	38.7%	70.2%	73.8%	75.4%	76.5%	80.2%	80.7%	81.9%	82.1%	82.2%	82.3%	83.6%	83.6%	83.6%	83.6%												
2,329,143	2015 Q2	0.0%	42.2%	64.6%	64.7%	65.0%	65.3%	65.6%	67.5%	67.7%	69.5%	69.7%	71.6%	71.6%	71.6%	71.6%													
4,242,679	2015 Q3	8.8%	83.4%	90.0%	92.6%	92.6%	93.2%	93.1%	93.1%	93.1%	93.1%	93.2%	93.2%	93.2%	93.2%														
194,793	2015 Q4	6.8%	52.6%	71.6%	89.4%	117.2%	118.8%	118.8%	119.9%	128.1%	128.1%	128.1%	128.1%	128.6%															
1,208,535	2016 Q1	0.0%	34.4%	42.3%	54.6%	56.2%	56.4%	68.3%	68.3%	68.3%	68.3%	68.3%	68.3%																
174,776	2016 Q2	0.0%	53.3%	82.1%	82.1%	82.1%	82.2%	82.2%	82.2%	82.2%	82.6%	82.6%																	
2,264,611	2016 Q3	0.0%	16.1%	34.0%	38.1%	42.3%	47.3%	48.5%	48.5%	48.6%	48.6%																		
1,679,283	2016 Q4	-0.3%	28.0%	29.9%	30.8%	31.9%	32.4%	32.6%	32.8%	33.2%																			
2,169,536	2017 Q1	0.5%	15.5%	31.1%	77.8%	79.7%	80.4%	81.4%	81.7%																				
1,683,247	2017 Q2	4.4%	12.2%	28.9%	52.3%	70.6%	79.8%	81.4%																					
1,644,927	2017 Q3	0.6%	15.6%	67.4%	69.4%	73.1%	74.1%																						
1,103,398	2017 Q4	0.8%	27.6%	59.0%	63.0%	67.1%																							
644,528	2018 Q1	2.0%	7.6%	57.0%	57.9%																								
511,547	2018 Q2	1.4%	67.2%	75.0%																									
1,019,445	2018 Q3	-0.1%	12.0%																										
641,822	2018 Q4	-0.8%																											

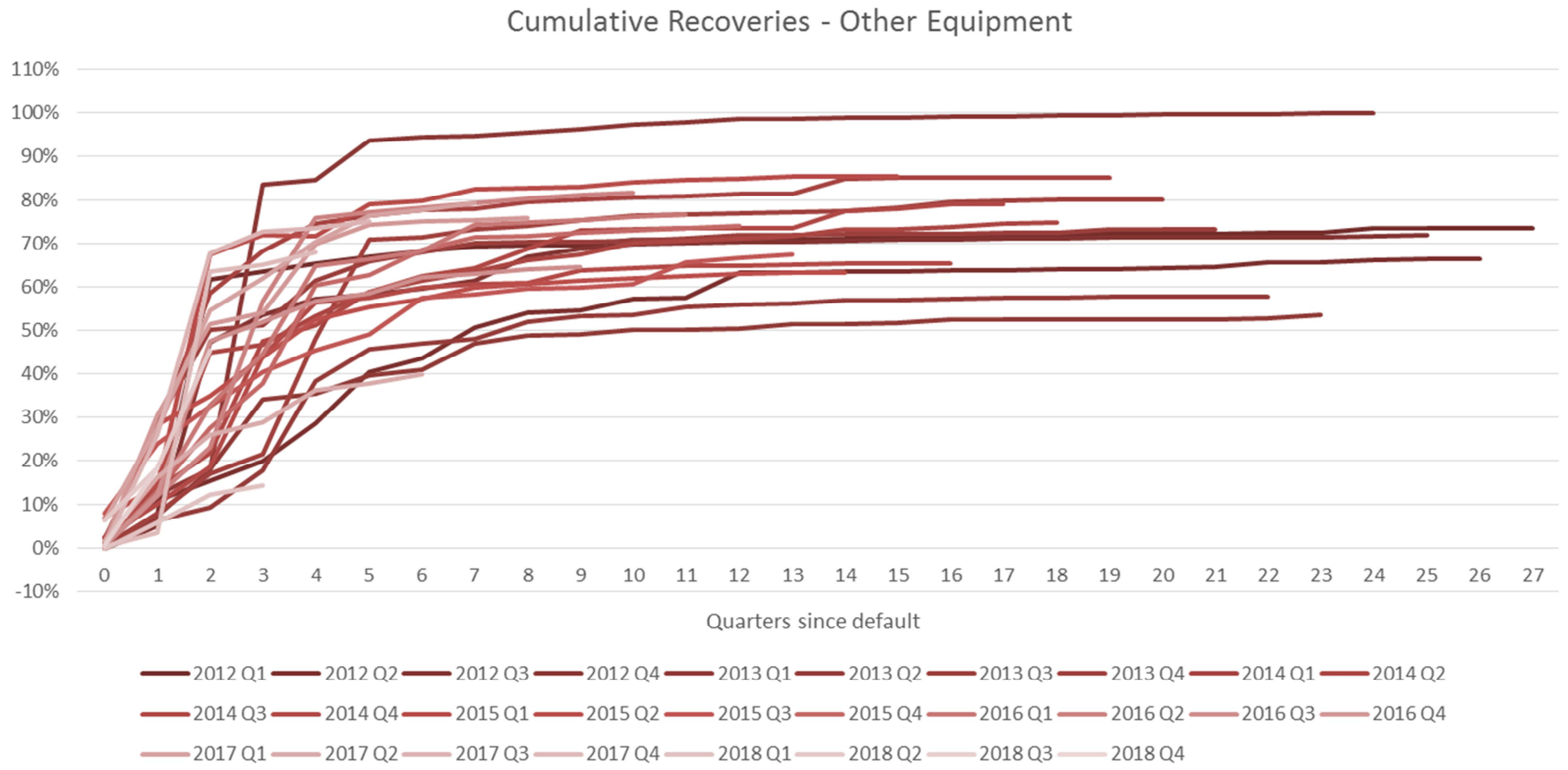

Cumulative Recoveries - Construction Machinery
140%
130%
120%
110%
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
-10%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since default
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

4.3 Cumulative recovery rates – other equipment portfolio

Other Equipment

cumulative Recoveries in % / quarters since default

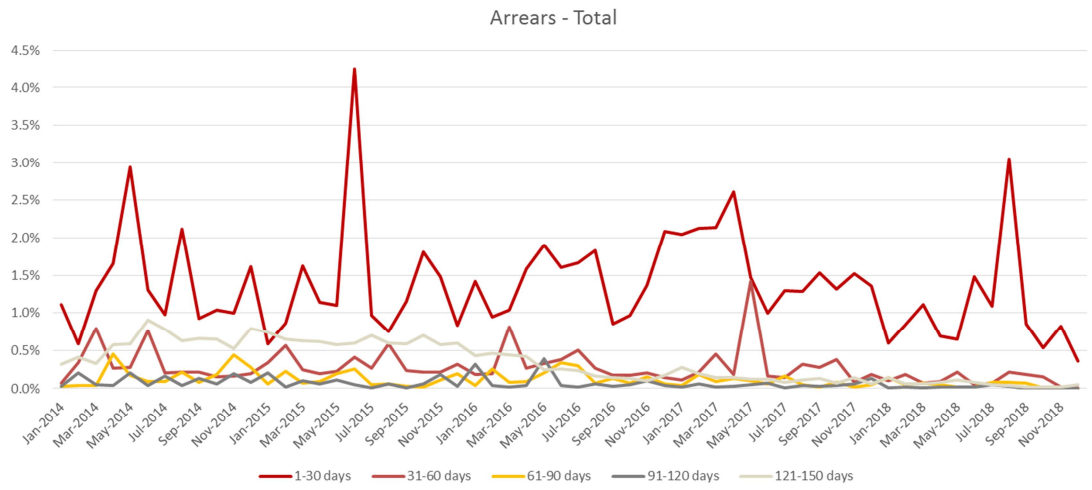
Defaulted Amount (EUR)	Quarter	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
9,888,426	2012 Q1	0.5%	7.6%	61.5%	63.4%	65.2%	66.9%	68.3%	69.2%	69.5%	69.5%	70.8%	70.9%	70.9%	71.0%	71.0%	71.3%	72.0%	72.0%	72.1%	72.1%	72.1%	72.1%	72.5%	72.5%	73.4%	73.5%	73.5%	73.5%
9,995,881	2012 Q2	1.3%	10.9%	15.2%	19.8%	28.5%	40.3%	43.6%	50.6%	54.0%	54.5%	57.2%	57.4%	63.2%	63.3%	63.4%	63.5%	63.7%	63.8%	63.9%	64.0%	64.2%	64.5%	65.5%	65.6%	66.2%	66.4%	66.5%	
11,051,728	2012 Q3	-0.1%	5.1%	47.1%	53.4%	57.2%	58.2%	59.5%	61.3%	66.8%	68.8%	69.9%	70.1%	70.2%	70.4%	70.7%	70.8%	70.9%	71.0%	71.2%	71.3%	71.3%	71.4%	71.4%	71.5%	71.5%	72.0%		
29,275,149	2012 Q4	0.1%	7.4%	17.6%	83.4%	84.4%	93.5%	94.3%	94.7%	95.2%	96.2%	97.2%	97.8%	98.4%	98.6%	98.6%	98.7%	99.1%	99.1%	99.2%	99.2%	99.5%	99.5%	99.5%	99.7%	99.9%			
14,989,962	2013 Q1	0.9%	12.2%	18.1%	34.1%	35.3%	39.6%	40.9%	46.9%	48.8%	49.1%	50.1%	50.2%	50.3%	51.4%	51.5%	51.6%	52.5%	52.5%	52.5%	52.5%	52.5%	52.5%	52.6%	53.4%				
11,648,506	2013 Q2	0.3%	6.3%	9.4%	17.6%	38.3%	45.6%	46.8%	47.9%	52.0%	53.3%	53.5%	55.3%	55.9%	56.2%	56.9%	57.0%	57.3%	57.4%	57.4%	57.7%	57.7%	57.7%	57.7%					
6,392,679	2013 Q3	1.0%	28.7%	50.0%	51.2%	61.4%	65.9%	68.1%	70.1%	70.3%	70.4%	70.6%	71.1%	71.8%	71.9%	72.1%	72.3%	72.3%	72.3%	72.3%	73.3%	73.3%	73.3%						
14,124,549	2013 Q4	0.3%	7.9%	16.9%	21.5%	48.1%	70.8%	71.4%	73.3%	73.9%	75.2%	76.4%	76.7%	76.8%	77.3%	77.4%	78.2%	79.5%	79.9%	80.1%	80.1%	80.1%							
2,827,066	2014 Q1	2.1%	26.6%	58.5%	68.3%	74.5%	76.3%	77.6%	78.1%	79.4%	80.2%	80.7%	80.8%	81.4%	81.5%	84.9%	85.0%	85.1%	85.1%	85.1%	85.1%								
4,347,031	2014 Q2	2.6%	14.9%	44.7%	46.6%	53.2%	58.8%	61.3%	63.4%	66.2%	67.3%	70.0%	70.6%	71.2%	71.6%	73.2%	73.2%	73.8%	74.4%	74.8%									
4,672,605	2014 Q3	2.2%	13.6%	21.6%	47.3%	51.2%	58.8%	62.5%	64.4%	68.7%	73.0%	73.2%	73.5%	73.6%	73.5%	77.4%	78.0%	79.1%	79.1%										
5,416,481	2014 Q4	2.5%	10.0%	18.5%	43.9%	56.3%	57.6%	59.9%	60.6%	61.0%	63.8%	64.4%	64.7%	64.9%	65.1%	65.2%	65.3%	65.4%											
3,273,333	2015 Q1	6.9%	14.3%	67.4%	71.9%	71.7%	79.0%	79.8%	82.4%	82.7%	82.9%	83.9%	84.6%	84.9%	85.2%	85.3%	85.4%												
4,495,272	2015 Q2	0.6%	28.1%	34.9%	43.8%	52.6%	55.3%	57.1%	59.8%	60.6%	61.4%	62.0%	62.5%	62.9%	63.1%	63.2%													
2,535,888	2015 Q3	8.0%	23.8%	32.5%	40.2%	45.3%	49.0%	57.5%	58.1%	59.4%	59.8%	60.5%	65.7%	66.7%	67.3%														
2,559,791	2015 Q4	0.6%	13.1%	27.4%	37.7%	60.4%	62.6%	68.5%	71.4%	71.7%	72.5%	72.9%	73.5%	74.1%															
2,716,081	2016 Q1	0.3%	12.5%	32.7%	44.7%	64.7%	66.4%	68.4%	74.2%	74.9%	75.3%	76.1%	76.7%																
8,290,596	2016 Q2	0.6%	12.0%	23.0%	56.6%	75.9%	77.3%	78.2%	79.3%	80.2%	81.0%	81.6%																	
5,040,132	2016 Q3	0.5%	12.2%	47.4%	52.0%	56.6%	58.4%	62.3%	63.0%	64.0%	64.6%																		
6,012,237	2016 Q4	1.1%	30.5%	51.4%	54.1%	69.8%	74.3%	75.0%	75.3%	75.7%																			
4,923,903	2017 Q1	6.4%	27.5%	54.4%	62.0%	70.5%	76.4%	77.6%	79.2%																				
2,706,001	2017 Q2	1.7%	16.1%	26.0%	28.9%	36.1%	37.8%	39.9%																					
6,183,520	2017 Q3	0.4%	25.8%	67.6%	72.6%	73.4%	75.0%																						
9,774,354	2017 Q4	0.2%	3.4%	63.5%	65.0%	67.8%																							
7,011,201	2018 Q1	-0.1%	5.9%	12.1%	14.3%																								
2,080,106	2018 Q2	6.4%	18.3%	45.3%																									
4,483,513	2018 Q3	0.6%	18.1%																										
4,099,324	2018 Q4	1.5%																											


Cumulative Recoveries - Other Equipment
110%
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
-10%
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27
Quarters since default
2012 Q1 2012 Q2 2012 Q3 2012 Q4 2013 Q1 2013 Q2 2013 Q3 2013 Q4 2014 Q1 2014 Q2
2014 Q3 2014 Q4 2015 Q1 2015 Q2 2015 Q3 2015 Q4 2016 Q1 2016 Q2 2016 Q3 2016 Q4
2017 Q1 2017 Q2 2017 Q3 2017 Q4 2018 Q1 2018 Q2 2018 Q3 2018 Q4

5. Arrears Analysis – total portfolio

Total

Month	Outstanding Amount (EUR)	No Arrears	1-30 days	31-60 days	61-90 days	91-120 days	121-150 days
Jan-2014	3,131,357,928	98.43%	1.11%	0.08%	0.03%	0.03%	0.32%
Feb-2014	3,130,353,812	98.43%	0.59%	0.34%	0.04%	0.20%	0.41%
Mar-2014	3,128,234,540	97.50%	1.29%	0.79%	0.04%	0.05%	0.33%
Apr-2014	3,162,180,286	97.02%	1.65%	0.26%	0.45%	0.04%	0.58%
May-2014	3,187,615,251	95.83%	2.94%	0.27%	0.17%	0.20%	0.59%
Jun-2014	3,167,672,077	96.90%	1.30%	0.76%	0.09%	0.04%	0.90%
Jul-2014	3,213,859,063	97.78%	0.97%	0.21%	0.09%	0.16%	0.78%
Aug-2014	3,262,473,759	96.80%	2.12%	0.21%	0.21%	0.04%	0.62%
Sep-2014	3,272,160,230	97.99%	0.92%	0.22%	0.08%	0.14%	0.65%
Oct-2014	3,297,055,203	97.91%	1.04%	0.16%	0.18%	0.06%	0.65%
Nov-2014	3,312,787,658	97.69%	1.00%	0.16%	0.44%	0.19%	0.52%
Dec-2014	3,431,372,377	97.04%	1.62%	0.19%	0.28%	0.08%	0.79%
Jan-2015	3,414,390,186	98.07%	0.58%	0.34%	0.06%	0.20%	0.74%
Feb-2015	3,381,787,710	97.67%	0.87%	0.56%	0.23%	0.02%	0.65%
Mar-2015	3,406,066,641	97.33%	1.62%	0.24%	0.07%	0.10%	0.63%
Apr-2015	3,458,828,431	97.89%	1.14%	0.20%	0.09%	0.06%	0.62%
May-2015	3,453,366,750	97.80%	1.09%	0.23%	0.19%	0.11%	0.57%
Jun-2015	3,514,226,273	94.44%	4.26%	0.41%	0.25%	0.05%	0.59%
Jul-2015	3,533,751,126	98.02%	0.96%	0.27%	0.05%	0.00%	0.70%
Aug-2015	3,555,015,561	97.95%	0.75%	0.58%	0.06%	0.06%	0.60%
Sep-2015	3,585,758,725	98.00%	1.15%	0.24%	0.03%	0.01%	0.58%
Oct-2015	3,599,622,497	97.20%	1.81%	0.21%	0.02%	0.06%	0.69%
Nov-2015	3,628,662,854	97.43%	1.48%	0.21%	0.11%	0.19%	0.58%
Dec-2015	3,708,048,915	98.04%	0.83%	0.32%	0.19%	0.03%	0.60%
Jan-2016	3,718,963,482	97.61%	1.42%	0.18%	0.04%	0.32%	0.43%
Feb-2016	3,715,726,715	98.10%	0.95%	0.20%	0.25%	0.04%	0.46%
Mar-2016	3,761,619,855	97.61%	1.04%	0.82%	0.08%	0.02%	0.44%
Apr-2016	3,801,545,808	97.60%	1.59%	0.26%	0.10%	0.04%	0.42%
May-2016	3,860,507,590	96.94%	1.90%	0.33%	0.21%	0.39%	0.24%
Jun-2016	3,893,696,427	97.38%	1.60%	0.38%	0.34%	0.04%	0.25%
Jul-2016	3,925,658,039	97.29%	1.67%	0.50%	0.30%	0.02%	0.23%
Aug-2016	3,959,034,836	97.60%	1.83%	0.27%	0.07%	0.06%	0.16%
Sep-2016	3,972,197,097	98.67%	0.85%	0.18%	0.13%	0.03%	0.14%
Oct-2016	3,991,768,182	98.61%	0.97%	0.18%	0.07%	0.05%	0.13%
Nov-2016	4,025,272,332	98.07%	1.36%	0.20%	0.16%	0.10%	0.10%
Dec-2016	4,136,595,288	97.49%	2.09%	0.14%	0.06%	0.04%	0.18%
Jan-2017	4,173,778,832	97.49%	2.05%	0.12%	0.04%	0.02%	0.28%
Feb-2017	4,157,343,103	97.22%	2.13%	0.21%	0.19%	0.06%	0.19%
Mar-2017	4,193,116,966	97.17%	2.14%	0.45%	0.09%	0.02%	0.14%
Apr-2017	4,199,079,780	96.90%	2.61%	0.18%	0.13%	0.03%	0.15%
May-2017	4,252,834,149	96.84%	1.47%	1.41%	0.10%	0.05%	0.12%
Jun-2017	4,302,651,206	98.59%	1.00%	0.16%	0.06%	0.07%	0.12%
Jul-2017	4,347,720,647	98.31%	1.29%	0.15%	0.16%	0.01%	0.08%
Aug-2017	4,386,749,037	98.19%	1.28%	0.32%	0.05%	0.04%	0.12%
Sep-2017	4,423,869,112	98.01%	1.53%	0.28%	0.02%	0.03%	0.13%
Oct-2017	4,445,035,662	98.11%	1.31%	0.38%	0.08%	0.04%	0.07%
Nov-2017	4,453,450,832	98.18%	1.52%	0.08%	0.02%	0.06%	0.14%
Dec-2017	4,559,914,087	98.22%	1.35%	0.19%	0.05%	0.13%	0.06%
Jan-2018	4,576,681,709	99.02%	0.59%	0.10%	0.14%	0.01%	0.14%
Feb-2018	4,617,466,572	98.84%	0.84%	0.19%	0.05%	0.02%	0.06%
Mar-2018	4,642,550,047	98.68%	1.10%	0.07%	0.07%	0.01%	0.06%
Apr-2018	4,683,723,337	99.07%	0.69%	0.09%	0.05%	0.02%	0.08%
May-2018	4,710,974,883	98.99%	0.65%	0.21%	0.02%	0.02%	0.11%
Jun-2018	4,742,174,136	98.35%	1.48%	0.05%	0.02%	0.02%	0.08%
Jul-2018	4,792,028,503	98.65%	1.09%	0.07%	0.08%	0.05%	0.05%
Aug-2018	4,820,315,372	96.58%	3.06%	0.22%	0.08%	0.03%	0.04%
Sep-2018	4,807,528,589	98.87%	0.85%	0.19%	0.07%	0.00%	0.02%
Oct-2018	4,840,067,781	99.28%	0.53%	0.15%	0.01%	0.00%	0.02%
Nov-2018	4,836,504,415	99.13%	0.82%	0.02%	0.01%	0.00%	0.02%
Dec-2018	4,859,813,336	99.58%	0.36%	0.00%	0.00%	0.00%	0.05%


Arrears - Total
4.5%
4.0%
3.5%
3.0%
2.5%
2.0%
1.5%
1.0%
0.5%
0.0%
Jan-2014
Mar-2014
May-2014
Jul-2014
Sep-2014
Nov-2014
Jan-2015
Mar-2015
May-2015
Jul-2015
Sep-2015
Nov-2015
Jan-2016
Mar-2016
May-2016
Jul-2016
Sep-2016
Nov-2016
Jan-2017
Mar-2017
May-2017
Jul-2017
Sep-2017
Nov-2017
Jan-2018
Mar-2018
May-2018
Jul-2018
Sep-2018
Nov-2018
1-30 days
31-60 days
61-90 days
91-120 days
121-150 days

AMORTISATION AND WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES

The weighted average life of the Class A Notes refers to the average amount of time that will elapse from the Closing Date of the Class A Notes to the date of distribution of amounts of principal to the Class A Noteholders.

The weighted average life of the Class A Notes will be influenced by, amongst other things, the rate at which the Purchased Receivables are repaid or reduced, which may be in the form of scheduled amortisation, prepayments or defaults. The weighted average life of the Class A Notes may also be influenced by factors like arrears.

The following tables are prepared on the basis of certain assumptions, as described below:

(a) the Class A Notes are issued on the Closing Date;

(b) the first Payment Date will be 22 August 2019 and thereafter each following Payment Date will be on the 22nd calendar day of each month, subject to the Business Day Convention;

(c) the Purchased Receivables are subject to a constant annual rate of principal prepayments as set out in the below table;

(d) the Purchased Receivables are fully performing and do not show any delinquencies or defaults;

(e) the Purchased Receivables are not subject to restructuring;

(f) no Purchased Receivables are repurchased by the Seller from the Issuer in any situation other than under (g) below;

(g) the Seller will exercise its right to exercise the Clean-Up Call at the earliest Payment Date possible; and

(h) the initial Aggregate Outstanding Note Principal Amount of the Class A Notes is equal to EUR 671,200,000 and the initial Aggregate Outstanding Note Principal Amount of the Class B Note is equal to EUR 78,800,000.

The approximate weighted average life and principal payment windows of the Notes, at various assumed rates of prepayment of the Purchased Receivables, would be as follows (with "CPR" being the constant prepayment rate):

1. **Weighted Average life of the Notes**

Default Rate: 0%
Clean-up Call: at 10%

Class A Notes

CPR	Weighted Average Life *(in years)*	First Principal Payment Date	Expected Maturity Date
0.0%	1.61	Aug-19	Mar-23
2.5%	1.54	Aug-19	Feb-23
5.0%	1.48	Aug-19	Jan-23
7.5%	1.42	Aug-19	Dec-22
10.0%	1.36	Aug-19	Nov-22

Class B Notes

CPR	Weighted Average Life *(in years)*	First Principal Payment Date	Expected Maturity Date
0.0%	3.82	Mar-23	Apr-23
2.5%	3.73	Feb-23	Mar-23
5.0%	3.65	Jan-23	Feb-23
7.5%	3.57	Dec-22	Jan-23
10.0%	3.48	Nov-22	Dec-22

2. Amortisation of the Notes

CPR: 5%
Default Rate: 0%
Clean-up Call: at 10%

Payment Date	Class A - Aggregate Outstanding Note Principal Amount	Class A Amortisation	Class B - Aggregate Outstanding Note Principal Amount	Class B Amortisation
Closing Date	671,200,000.00	-	78,800,000.00	0.00
Aug-2019	628,264,453.47	42,935,546.53	78,800,000.00	0.00
Sep-2019	606,989,009.41	21,275,444.07	78,800,000.00	0.00
Oct-2019	585,948,441.37	21,040,568.03	78,800,000.00	0.00
Nov-2019	565,007,999.57	20,940,441.80	78,800,000.00	0.00
Dec-2019	543,979,577.38	21,028,422.19	78,800,000.00	0.00
Jan-2020	523,400,281.25	20,579,296.13	78,800,000.00	0.00
Feb-2020	502,964,630.49	20,435,650.75	78,800,000.00	0.00
Mar-2020	482,590,885.52	20,373,744.97	78,800,000.00	0.00
Apr-2020	462,224,444.58	20,366,440.94	78,800,000.00	0.00
May-2020	441,928,041.36	20,296,403.22	78,800,000.00	0.00
Jun-2020	421,522,433.36	20,405,608.00	78,800,000.00	0.00
Jul-2020	401,355,074.32	20,167,359.04	78,800,000.00	0.00
Aug-2020	381,539,567.18	19,815,507.14	78,800,000.00	0.00
Sep-2020	361,916,978.33	19,622,588.84	78,800,000.00	0.00
Oct-2020	342,915,069.85	19,001,908.49	78,800,000.00	0.00
Nov-2020	323,787,180.31	19,127,889.53	78,800,000.00	0.00
Dec-2020	305,893,730.80	17,893,449.52	78,800,000.00	0.00
Jan-2021	288,610,349.49	17,283,381.31	78,800,000.00	0.00
Feb-2021	271,545,163.37	17,065,186.12	78,800,000.00	0.00
Mar-2021	254,299,351.35	17,245,812.02	78,800,000.00	0.00
Apr-2021	238,013,572.75	16,285,778.60	78,800,000.00	0.00
May-2021	222,493,293.15	15,520,279.60	78,800,000.00	0.00
Jun-2021	206,853,860.99	15,639,432.16	78,800,000.00	0.00
Jul-2021	192,168,386.43	14,685,474.56	78,800,000.00	0.00
Aug-2021	176,829,426.80	15,338,959.63	78,800,000.00	0.00
Sep-2021	162,186,976.16	14,642,450.63	78,800,000.00	0.00
Oct-2021	148,816,523.96	13,370,452.21	78,800,000.00	0.00
Nov-2021	135,787,446.57	13,029,077.39	78,800,000.00	0.00
Dec-2021	123,410,762.59	12,376,683.98	78,800,000.00	0.00
Jan-2022	110,272,621.28	13,138,141.31	78,800,000.00	0.00
Feb-2022	98,141,887.94	12,130,733.33	78,800,000.00	0.00
Mar-2022	86,165,966.04	11,975,921.90	78,800,000.00	0.00
Apr-2022	75,563,604.10	10,602,361.95	78,800,000.00	0.00
May-2022	65,670,457.11	9,893,146.98	78,800,000.00	0.00
Jun-2022	55,965,773.52	9,704,683.60	78,800,000.00	0.00
Jul-2022	46,191,368.98	9,774,404.54	78,800,000.00	0.00
Aug-2022	36,969,011.59	9,222,357.40	78,800,000.00	0.00
Sep-2022	28,620,145.44	8,348,866.15	78,800,000.00	0.00
Oct-2022	20,609,220.41	8,010,925.03	78,800,000.00	0.00
Nov-2022	12,838,128.32	7,771,092.09	78,800,000.00	0.00
Dec-2022	5,545,807.66	7,292,320.66	78,800,000.00	0.00
Jan-2023	0.00	5,545,807.66	77,425,862.91	1,374,137.09
Feb-2023	0.00	0.00	0.00	77,425,862.91

USE OF PROCEEDS

The gross proceeds from the issue of the Class A Notes (being EUR 672,971,968) and the Class B Note (being EUR 78,800,000) amount to EUR 751,771,968 and will be used by the Issuer for the purchase of the Portfolio from the Seller on the Closing Date for a Purchase Price of EUR 749,999,999.58 and for the payment of the Upfront Amount of EUR 1,771,968 to the Seller on the Closing Date. The difference between (i) the Aggregate Outstanding Note Principal Amount of the Class A Notes and the Class B Note on the Closing Date and (ii) the Purchase Price, in an amount of EUR 0.42, will remain on the accounts of the Issuer and will be part of the Available Distribution Amount on the first Payment Date.

THE ISSUER

1. **General**

Limes Funding S.A., a public limited liability company (*société anonyme*), was incorporated under the laws of Luxembourg on 2 December 2015, for an unlimited period and with registered office at 6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg (telephone: +352 26 4491). Limes Funding S.A. is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B 202302.

The legal entity identifier (LEI) of the Issuer is 222100WLXXE2S5EXDE33.

Limes Funding S.A. has been established as a special purpose vehicle whose objects and purposes are primarily the issue of securities.

Limes Funding S.A. is subject, as an unregulated securitisation company (*société de titrisation*) within the meaning of, and governed by, the Luxembourg Securitisation Law.

The articles of association of Limes Funding S.A. were filed with the Luxembourg Trade and Companies Register and published in the *Mémorial C*, *Recueil des Sociétés et Associations*, number 572 of 25 February 2016 on page 27415.

2. **Corporate Object of Limes Funding S.A.**

The corporate object of Limes Funding S.A. is the securitisation (within the meaning of the Luxembourg Securitisation Law which applies to Limes Funding S.A.) of receivables (the "**Permitted Assets**"). Limes Funding S.A. may enter into any agreement and perform any action necessary or useful for the purposes of securitising Permitted Assets, provided that it is consistent with the Luxembourg Securitisation Law.

3. **Compartments**

The board of directors of Limes Funding S.A. may, in accordance with the terms of the Luxembourg Securitisation Law, and in particular its article 5, and article 5 of the articles of association of Limes Funding S.A., create one or more Compartments within Limes Funding S.A. Each Compartment will correspond to a distinct part of the assets and liabilities of Limes Funding S.A. The resolution of the board of directors creating one or more Compartments within Limes Funding S.A., as well as any subsequent amendments thereto, will be binding as of the date of such resolution against any third party.

Rights of creditors of Limes Funding S.A. that (i) have, when coming into existence, been designed as relating to a Compartment or (ii) have arisen in connection with the creation, the operation or the liquidation of a Compartment are, except if otherwise provided for in the resolution of the board of directors of Limes Funding S.A. creating the relevant Compartment, strictly limited to the assets of that Compartment and such assets will be exclusively available to satisfy such creditors. Creditors of Limes Funding S.A. whose rights are designated as relating to a specific Compartment of Limes Funding S.A. will (subject to mandatory law) have no rights to the assets of any other Compartment.

Unless otherwise provided for in the resolution of the board of directors of Limes Funding S.A. creating such Compartment, no resolution of the board of directors of Limes Funding S.A. may be taken to amend the resolution creating such Compartment and no other decision directly affecting the rights of the creditors whose rights relate to such Compartment may be taken without the prior approval of the creditors whose rights relate to such Compartment. Any decision of the board of directors of Limes Funding S.A. taken in breach of this provision will be void.

Compartment 2019-1 was created by a resolution of the board of directors of the Issuer on 19 February 2019.

The liabilities and obligations of the Issuer incurred or arising in connection with the Notes and the other Transaction Documents and all matters connected therewith will only be satisfied or discharged against the assets of Compartment 2019-1. The assets of Compartment 2019-1 will be exclusively available to satisfy the rights of the Noteholders and the other creditors of the Issuer in respect of the Notes, the other Transaction Documents and all matters connected therewith, as provided therein, and (subject to mandatory law) no other creditors of the Issuer will have any recourse against the assets of Compartment 2019-1 of the Issuer.

In case of any further securitisation transactions of Limes Funding S.A., the transactions will not be cross-collateralised or cross-defaulted.

4. **Business Activity**

Limes Funding S.A. has not previously carried on any business or activities other than those incidental to its incorporation and other than entering into certain transactions prior to the Closing Date with respect to the securitisation transaction in relation to its Compartment 1.

In respect of Compartment 2019-1, the Issuer's principal activities will be the issue of the Notes, the granting of the Issuer Security, the entering into the Subordinated Loan Agreement, the entering into the Swap Agreement and the entering into all other Transaction Documents to which it is a party and the establishment of the Transaction Accounts and the exercise of related rights and powers and other activities reasonably incidental thereto.

In respect of Compartments other than Compartment 2019-1, the principal activities of Limes Funding S.A. are the operation as a multi-issuance securitisation conduit for the purposes of, on an on-going basis, purchasing assets, directly or via intermediary purchasing entities, from several selling entities, or assuming the credit risk in respect of assets in any other way, and funding such purchases or risk assumptions in particular in the asset-backed markets. Each such securitisation transaction can be structured as a singular or as a revolving purchase of assets (or other assumption of credit risk) and will be separate from all other securitisation transactions entered into by Limes Funding S.A. To that end, each securitisation carried out by Limes Funding S.A. will be allocated to a separate Compartment.

5. **Corporate Administration and Management**

The directors of the Issuer and their business addresses are:

Name	Business Address
Ihssane Mediari	6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg
Povilas Valenčius	6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg
Valérie Schleimer	6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg

6. **Capital and Shares, Shareholders**

The authorised and issued capital of Limes Funding S.A. is set at EUR 31,000 divided into 3,100 registered ordinary shares fully paid up and with a par value of EUR 10 each.

The shareholder of Limes Funding S.A., who has an influence on Limes Funding S.A. and controls Limes Funding S.A., is Stichting Limes Funding.

7. **Capitalisation**

The unaudited capitalisation of Limes Funding S.A. as of the date of this Prospectus, adjusted for the issue of the Notes on the Closing Date, is as follows:

Share Capital: EUR 31,000 (authorised, issued and fully paid up).

8. **Indebtedness**

The Issuer has no material indebtedness, contingent liabilities and/or guarantees as of the date of the Prospectus, other than that which the Issuer has incurred or will incur in relation to Compartment 2019-1 and the transactions contemplated in the Prospectus.

9. **Shareholder**

Stichting Limes Funding	3,100 shares
Total	3,100 shares

10. **Subsidiaries and Affiliates**

Limes Funding S.A. has no subsidiaries or Affiliates, except for Stichting Limes Funding as its shareholder.

11. **Main Process for Director's Meetings and Decisions**

Limes Funding S.A. is managed by a board of directors comprising at least three members who are appointed for a period not exceeding six years by the general meeting of shareholders which may at any time remove them.

The number of directors, their term and their remuneration are fixed by the general meeting of the shareholders.

The board of directors of Limes Funding S.A. must elect a chairman from among its members.

The board of directors of Limes Funding S.A. convenes upon call by the chairman, as often as the interest of Limes Funding S.A. so requires. It must be convened each time two directors so request.

Directors may participate in a meeting of the board of directors of Limes Funding S.A. by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and such participation in a meeting will constitute presence in person at the meeting, provided that all actions approved by the directors at any such meeting will be reproduced in writing in the form of resolutions.

Resolutions signed by all members of the board of directors of Limes Funding S.A. will be as valid and effectual as if passed at a meeting duly convened and held. Such signatures may appear on a single document or multiple copies of an identical resolution and may be evidenced by letter, fax, email or similar communication.

The board of directors of Limes Funding S.A. is vested with the powers to perform all acts of administration and disposition in compliance with the corporate objects of Limes Funding S.A.

The board of directors of Limes Funding S.A. can create one or several separate compartments, in accordance with article 5 of its articles of association.

12. **Auditors of Limes Funding S.A.**

Deloitte Audit S.à r.l.
20, Boulevard de Kockelsheuer
L-1821 Luxembourg
B.P. 1173
L-1011 Luxembourg
Grand Duchy of Luxembourg
Deloitte Audit S.à r.l.is a member of the Institut des Réviseurs d'Entreprises.

13. **Financial Information Concerning the Issuer's Assets and Liabilities, Financial Position, and Profit and Losses**

Audited financial statements will be published by Limes Funding S.A. on an annual basis.

Until 31 December 2018, the financial year of Limes Funding S.A. extended from 1 January to 31 December. As of 1 October 2019, the financial year of Limes Funding S.A. will extend from 1 October to 30 September. There will be a short fiscal year from 1 January to 30 September 2019.

The first business year began on 2 December 2015 and ended on 31 December 2015. Deloitte Audit S.à r.l., as the auditor of Limes Funding S.A., audited the financial statements of Limes Funding S.A. for the periods from 2 December 2015 and ended on 31 December 2015, from 1 January 2016 to 31 December 2016, from 1 January 2017 to 31 December 2017 and from 1 January 2018 to 31 December 2018. In the opinion of Deloitte Audit S.à r.l. the financial statements gave, in conformity with Luxembourg legal and regulatory requirements, a true and fair report of the financial position of Limes Funding S.A. as at 31 December 2015, as at 31 December 2016, as at 31 December 2017 and as at 31 December 2018.

The audited financial statements for the business years 2016 and 2017 are incorporated by reference in this Prospectus (see "INFORMATION INCORPORATED BY REFERENCE"). Copies of the audited financial statements for the business years 2016 and 2017 are available as set out in "GENERAL INFORMATION — Availability of Documents".

The financial statements have been prepared according to International Financial Reporting Standards as adopted by the European Union based on Regulation (EC) No 1606/2002. The audit report has been prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014.

14. **Inspection of Documents**

For the life of the Class A Notes, the following documents (or copies thereof) may be inspected at the office of Limes Funding S.A. at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg:

(a) the articles of association of Limes Funding S.A.;

(b) the minutes of the meeting of the board of directors of Limes Funding S.A. approving the issue of the Notes, the issue of this Prospectus Circular and the Transaction as whole;

(c) this Prospectus and all the Transaction Documents referred in this Prospectus; and

(d) the historical financial information (if any) of Limes Funding S.A.

The Notes will be obligations of Limes Funding S.A., acting for the account of and on behalf of its Compartment 2019-1 only and will not be guaranteed by, or be the responsibility of Deutsche Sparkassen Leasing AG & Co. KG or any other person or entity. It should be noted, in particular, that the Notes will not be obligations of, and will not be guaranteed by or be the responsibility of Limes Funding S.A. (in respect of Compartments other than Compartment 2019-1), the Seller, the Servicer (if different), the Trustee, the Arranger, the Managers or any of their respective Affiliates, the Subordinated Lender, the Account Bank, the Data Trustee, the Interest Determination Agent, the Paying Agent, the Cash Administrator, the Registrar, the Swap Counterparty, the Back-Up Servicer Facilitator or the Corporate Services Provider.

THE SELLER, THE SERVICER, THE SUBORDINATED LENDER AND THE CLASS B NOTE PURCHASER

1. General

Deutsche Sparkassen Leasing AG & Co. KG, a limited partnership company (*Kommanditgesellschaft*) organised under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Bad Homburg v.d. Höhe under registration number HRA 3330 and having its registered office at Frölingstraße 15-31, 61352 Bad Homburg v.d. Höhe, Germany will act as Seller, Servicer, Subordinated Lender and Class B Note Purchaser under the Transaction.

Deutsche Sparkassen Leasing AG & Co. KG, headquartered in Bad Homburg v. d. Höhe, is the parent company of the Deutsche Leasing Group. As a financial services provider, it is supervised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht BaFin*) and by the German Bundesbank.

As one of the leading asset finance and asset service partners in Germany and Europe, the Deutsche Leasing Group offers investment and financing solutions as well as supplementary services for both fixed and current assets. On the basis of a broad product range with solutions for small-volume investments and financing as well as for individual, complex major projects, it supports its customers in their realization of investment projects.

The solutions offered by the Deutsche Leasing Group continue to mainly comprise leasing and asset financing for machinery and equipment, vehicles, IT and communication equipment, medical technology, real estate, intangible assets and large-scale movable assets and also factoring. It offers its partners sales financing products as well as dealer purchase finance. In addition to the core products of leasing and factoring, the Group's product range encompasses further financing solutions as well as supporting services. The Deutsche Leasing Group offers comprehensive services in its factoring and debt management segments.

In line with the requirements of its customers, the Deutsche Leasing Group provides asset-related services for the entire investment life cycle. This ranges from purchasing of assets via brokerage of asset-related insurance and administrative activities to resale of assets and includes, for instance, full-service products as well as a certified return process in the vehicle fleet segment, construction management services for real estate leasing and life cycle management including services and logistics in the IT sector. In its factoring and collection segment, the Deutsche Leasing Group offers comprehensive debt management services.

On the market the Deutsche Leasing Group is represented by means of its different business segments (Savings Banks and SMEs, Fleet, International), DAL Deutsche Anlagen-Leasing GmbH & Co. KG (DAL), Deutsche Factoring Bank GmbH & Co. KG (DFB) and also further investments specialising in the asset finance and asset service segments. Companies in 23 countries in Europe, Asia and America provide an international platform for the Deutsche Leasing Group's services.

Management and senior staff have more than ten years of experience in the origination of equipment lease receivables.

2. Origination Procedures

Deutsche Leasing exploits its markets through three different distribution channels:

Direct business: With a network of branch offices throughout Germany, Deutsche Leasing and DAL exploit the market independently, through direct acquisition. Direct business sales focus especially on those customers and markets whose potential the savings banks or partners/vendors have not yet fully exhausted. Direct business promotes the expansion of the Group's existing customer base through the acquisition of new customers and safeguards our outstanding level of customer and industry insight, thus underlining the independence of the Deutsche Leasing Group.

Savings banks: The Deutsche Leasing Group enables savings banks to access and exploit its full range of services. Overall, through a broad-based and coordinated market approach the savings banks and the Deutsche Leasing Group cooperate to ensure optimal fulfilment of the needs of the savings banks' customers and improved exploitation of existing potential. The savings banks are able to select from an

extensive range of services: from standardised product lines to tailored specialist solutions. Moreover, German desks have been established in the foreign companies of the Deutsche Leasing Group; German-speaking employees serve here as on-site contacts for the savings banks and their customers.

Partners/vendors: The Deutsche Leasing Group's partners are its dealers, vendors and cooperation partners. By working with dealers and vendors, the Deutsche Leasing Group achieves efficient and early access to customers, thus ensuring broad sales coverage in Germany and other countries. In factoring business, in particular, exploitation of the market is supplemented by means of cooperation agreements with brokers and other intermediaries.

3. Credit and Collection Policy

Under the Servicing Agreement, the Purchased Receivables are administered together with all other leasing receivables of Deutsche Sparkassen Leasing AG & Co. KG according to its Credit and Collection Policy.

The credit decision process at Deutsche Leasing

Within Deutsche Leasing Group responsibilities have been clearly divided among sales and risk department.

"Sales" includes Deutsche Leasing's own sales organization as well as saving banks and vendor partners. The acquisition of new business and the first credit vote is within the responsibility of sales.

The credit-decision process including the second credit vote is carried out by risk department and is based on quantitative and qualitative information.

Deutsche Leasing Group classifies leasing, rental and hire purchase business into risk-relevant business (total customer group net risk exposure > EUR 500.000) and non risk-relevant business (total customer group net risk exposure < EUR 500.000).

To assess the creditworthiness of customers in the segment non risk-relevant business automated and standardised scoring-methodologies including external and internal information are applied. The main criteria for the risk-assessment are information regarding:

(a) the customer's creditworthiness

(b) the object-group

(c) the contract-details.

As a result, the credit application will either be rejected, approved with or without additional conditions or subjected to individual approval by risk.

To assess the creditworthiness of customers in the segment risk-relevant business an individual and more analytical approach is applied that includes a holistic credit assessment, a rating creation and a calculation of a PD. For this purpose recent financial information of the customer e.g. annual reports, business assessments as well as qualitative information about the customer e.g. performance/level of management, planning and controlling management, market environment, product and value chain are collected and analysed with IT-support.

In addition to the creditworthiness of the customer the contractual arrangements (guarantors, special payments, collaterals) as well as the asset value are relevant aspects to be considered in the credit-decision.

For both risk-related and non risk-related business Deutsche Leasing's credit policy is fully applied, including exclusion of certain customer groups, assets and industries.

The collection process at Deutsche Leasing

Responsibilities in collection are clearly divided into soft and hard collection, with the soft collection covering all stages from identification of initial payment arrears up to the transfer to intensive care

management for restructuring purposes or the submission to Bad Homburger Inkasso GmbH (BHI) (a participation of Deutsche Leasing Group taking care about the hard collection).

Soft Collection

The identification of payment arrears and subsequent set-off dunning activities with written reminders are handled by the responsible accounting department of Deutsche Leasing Group. The first and second reminder is created and sent automatically to the customer by the accounting department. Selected key accounts are contacted individually by the contract department in order to find out about the reason for not meeting the payment obligation and to arrange a payment agreement.

In general, every customer with outstanding payments receives two payment reminders. The second payment reminder additionally contains an announcement of submission to BHI after 10 further days if no payment is received within the communicated payment period.

Afterwards an internal assessment takes place in order to decide whether a submission to BHI is necessary or the contract can be transferred to intensive care management for restructuring purposes.

Hard Collection

Once a contract is submitted to BHI, BHI checks whether all legal requirements to terminate the contract are actually met, and if so, terminates the contract, initiates the repossession of the assets financed, informs potential guarantors, and checks the file for additional provisioning requirements.

Remarketing Activities

BHI is not only responsible for the hard collection but also for the remarketing activities of movables. These activities are coordinated closely with Asset Management department from Deutsche Leasing.

The scope of the remarketing process includes the following aspects:

- Preparation of the object for remarketing including an object research, dismantling of the object, transport/logistics and warehousing
- Determination of the remarketing strategy based on an indication of the asset value, an assessment of the insolvency statement and market research in cooperation with partners
- Remarketing and sales activities including negotiations with prospective national and international buyers and handling of the transaction.

THE CORPORATE SERVICES PROVIDER AND THE BACK-UP SERVICER FACILITATOR

INTERTRUST (LUXEMBOURG) S.À.R.L., a private limited liability company (*société à responsabilité limitée*) organised under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B 103123, with its registered office at 6, rue Eugène Ruppert, 2453 Luxembourg, Grand Duchy of Luxembourg will act as Corporate Services Provider and as Back-Up Servicer Facilitator under the Transaction.

Intertrust (Luxembourg) S.à.r.l., (which previously acquired Elian Fiduciary Services (Luxembourg) S.à.r.l. on 16 January 2017, to which also previously absorbed Structured Finance Management (Luxembourg) S.A. on 1 June 2016), provides nominee (or corporate) directors and a full range of corporate administrative services in Luxembourg for SPVs created for international securitisations, CDOs and structured finance transactions. Intertrust (Luxembourg) S.à.r.l. is indirectly and ultimately 100% owned by Intertrust N.V. listed on Euronext Amsterdam.

Intertrust (Luxembourg) S.à r.l. as Corporate Services Provider and Back-Up Facilitator belongs to the same group of companies as Intertrust Trustees GmbH in its capacity as Trustee and as Data Custody Agent Services B.V. in its capacity as Data Trustee. Intertrust (Luxembourg) S.à r.l., Intertrust Trustees GmbH and Data Custody Agent Services B.V. are affiliated entities within the Intertrust group.

Intertrust (Luxembourg) S.à r.l. has a business licence as professional of the financial sector including domiciliation agents (*Domiciliataires de Sociétés*) and is supervised by the CSSF.

This description of the Corporate Services Provider and the Back-Up Servicer Facilitator does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Corporate Services Agreement, the Receivables Purchase and Servicing Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Corporate Services Provider and the Back-Up Servicer Facilitator since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding Intertrust (Luxembourg) S.à r.l. under the heading "THE CORPORATE SERVICES PROVIDER AND THE BACK-UP SERVICER FACILITATOR" has been provided by Intertrust (Luxembourg) S.à r.l., and Intertrust (Luxembourg) S.à r.l. is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Corporate Services Provider and the Back-Up Servicer Facilitator, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Intertrust (Luxembourg) S.à r.l., no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, Intertrust (Luxembourg) S.à r.l. in its capacity as the Corporate Services Provider and the Back-Up Servicer Facilitator, and their respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE TRUSTEE

INTERTRUST TRUSTEES GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung) incorporated under the laws of Germany, registered with the commercial register (Handelsregister) of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 98921, with its registered office at Grüneburgweg 58-62, 60322 Frankfurt am Main, Germany will act as Trustee under the Transaction.

Intertrust Trustees GmbH has been founded in 2014 and did previously operate under the name of SFM Trustees GmbH. The main purpose of the entity is to provide trustee services for natural persons and companies, as well as services closely related to such trustee services.

Intertrust Trustees GmbH is an indirect subsidiary of the Intertrust N.V., a global leader in providing expert administrative services based in the Netherland and active in more than 30 countries across the world. Intertrust N.V. is listed with the Amsterdam stock exchange.

Intertrust Trustees GmbH as belongs to the same group of companies as Data Custody Agent Services B.V. in its capacity as Data Trustee and as Intertrust (Luxembourg) S.à r.l. in its capacity as Corporate Services Provider and Back-Up Facilitator. Intertrust (Luxembourg) S.à r.l., Intertrust Trustees GmbH and Data Custody Agent Services B.V. are affiliated entities within the Intertrust group.

This description of the Trustee does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Trust Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Trustee since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding Intertrust Trustees GmbH under the heading "THE TRUSTEE" has been provided by Intertrust Trustees GmbH, and Intertrust Trustees GmbH is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Trustee, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Intertrust Trustees GmbH, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, Intertrust Trustees GmbH in its capacity as Trustee, and its respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE DATA TRUSTEE

DATA CUSTODY AGENT SERVICES B.V., a private limited company (*besloten vennootschap*) incorporated under the laws of The Netherlands, registered with the Dutch Chamber of Trade and Commerce (*Kamer van Koophandel*) under registration number 000017706939 with its registered office at Prins Bernhardplein 200, 1097JB Amsterdam, The Netherlands will act as Data Trustee under the Transaction.

The objects of Data Custody Agent Services B.V. are, *inter alia*, the entering into agreements with third parties for the custody and management of personal data whether encrypted or not encrypted and/or keys for the benefit of those third parties and/or other parties involved for the decryption of encrypted personal data, in connection with securitisation and other financing transactions entered into by those third parties in respect of loan claims owed by consumers or non-consumers ("custody and management services"), and the performing of such custody and management services.

Data Custody Agent Services B.V. as Data Trustee belongs to the same group of companies as Intertrust (Deutschland) GmbH in its capacity as Trustee and as Intertrust (Luxembourg) S.à r.l. in its capacity as Corporate Services Provider and Back-Up Facilitator. Intertrust (Luxembourg) S.à r.l., Intertrust Trustees GmbH and Data Custody Agent Services B.V. are affiliated entities within the Intertrust group.

This description of the Data Trustee does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Data Trust Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Data Trustee since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding Data Custody Agent Services B.V. under the heading "THE DATA TRUSTEE" has been provided by Data Custody Agent Services B.V., and Data Custody Agent Services B.V. is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Data Trustee, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Data Custody Agent Services B.V., no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, Data Custody Agent Services B.V. in its capacity as Data Trustee, and its respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE ACCOUNT BANK, THE PAYING AGENT, THE INTEREST DETERMINATION AGENT AND THE REGISTRAR

ELAVON FINANCIAL SERVICES DAC, a designated activity company incorporated under the laws of Ireland, registered in Ireland with the Companies Registration Office under registration number 418442, with its registered office at Block E, Cherrywood Business Park, Loughlinstown, Co. Dublin, Ireland will act as Account Bank, Paying Agent, Interest Determination Agent and Registrar under the Transaction.

U.S. Bank Global Corporate Trust Services, which is a trading name of Elavon Financial Services DAC (a U.S. Bancorp group company), is an integral part of the worldwide Corporate Trust business of U.S. Bank. U.S. Bank Global Corporate Trust Services in Europe conducts business primarily through the UK Branch of Elavon Financial Services DAC from its offices in London at 125 Old Broad Street, London EC2N 1AR, United Kingdom.

Elavon Financial Services DAC is a bank incorporated in Ireland and a wholly owned subsidiary of U.S. Bank National Association. Elavon Financial Services DAC is authorised by the Central Bank of Ireland and the activities of its UK Branch are also subject to the limited regulation of the UK Financial Conduct Authority and Prudential Regulation Authority.

U.S. Bank Global Corporate Trust Services in combination with U.S. Bank National Association, the legal entity through which the Corporate Trust Division conducts business in the United States, is one of the world's largest providers of trustee services with more than USD4 trillion in assets under administration in municipal, corporate, asset-backed and international bonds. The division provides a wide range of trust and agency services such as calculation/paying agent, collateral administration and document custody through its network of more than 50 U.S.-based offices and European offices in London and Dublin.

U.S. Bancorp (NYSE: USB) is the parent company of U.S. Bank National Association, the fifth largest commercial bank in the United States. Visit U.S. Bancorp on the web at www.usbank.com.

This description of the Account Bank, the Paying Agent, the Interest Determination Agent and the Registrar does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Account Bank Agreement, the Agency Agreement, the Note Purchase Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Account Bank, the Paying Agent, Interest Determination Agent and Registrar since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding Elavon Financial Services DAC under the heading "THE ACCOUNT BANK, THE PAYING AGENT, THE INTEREST DETERMINATION AGENT AND THE REGISTRAR" has been provided by Elavon Financial Services DAC, and Elavon Financial Services DAC is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Account Bank, the Interest Determination Agent, the Paying Agent and the Registrar, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Elavon Financial Services DAC, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, Elavon Financial Services DAC in its capacity as Account Bank, Paying Agent, Interest Determination Agent and Registrar, and their respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE CASH ADMINISTRATOR

U.S. BANK GLOBAL CORPORATE TRUST LIMITED, a limited company incorporated under the laws of England and Wales, registered with the Companies House under registration number 05521133, with its registered office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom will act as Cash Administrator under the Transaction.

U.S. Bank Trustees Limited is a limited liability company incorporated under the laws of England and Wales with its office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom.

U.S. Bank Trustees limited, as part of the U.S. Bancorp group and in combination with Elavon Financial Services D.A.C. (the legal entity through which European agency and banking appointments are conducted) and U.S. Bank National Association, (the legal entity through which the Corporate Trust Division conducts business in the United States), is one of the world's largest providers of trustee services with more than USD 4 trillion in assets under administration in municipal, corporate, asset-backed and international bonds. The division provides a wide range of trust and agency services such as calculation/paying agent, collateral administration and document custody through its network of more than 50 U.S.-based offices and European offices in London and Dublin.

U.S. Bancorp (NYSE: USB) is the parent company of U.S. Bank National Association, the fifth largest commercial bank in the United States. Visit U.S. Bancorp on the web at www.usbank.com.

The Cash Administrator does not belong to the group of the Seller.

This description of the Cash Administrator does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Cash Administration Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Cash Administrator since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding U.S. Bank Global Corporate Trust Limited under the heading " THE CASH ADMINISTRATOR" has been provided by U.S. Bank Global Corporate Trust Limited, and U.S. Bank Global Corporate Trust Limited is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Cash Administrator, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from U.S. Bank Global Corporate Trust Limited, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, U.S. Bank Global Corporate Trust Limited in its capacity as Cash Administrator, and their respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE SWAP COUNTERPARTY

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN, a stock corporation (*Aktiengesellschaft*) organised under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt under registration number HRB 45651, with registered office at Platz der Republik, 60265 Frankfurt am Main, Germany will act as Swap Counterparty under the Transaction.

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("DZ BANK") is registered in the Commercial Register of the local court of Frankfurt am Main under No. HRB 45651.

Legal name	DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Commercial name	DZ BANK AG
Domicile	Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany
Legal Form, Legislation	DZ BANK is a stock corporation (Aktiengesellschaft) organised under German Law
Country of Incorporation	Federal Republic of Germany
Principal Activities	DZ BANK is acting as a central bank, corporate bank and parent holding company of the DZ BANK Group. The DZ BANK Group forms part of the German Volksbanken Raiffeisenbanken cooperative financial network, which comprises more than 900 cooperative banks and is one of Germany's largest financial services organisations measured in terms of total assets. DZ BANK is a central institution and is closely geared to the interests of the cooperative banks, which are both its owners and its most important customers. Using a customized product portfolio and customer-focused marketing, DZ BANK aims to ensure that the cooperative banks continually improve their competitiveness on the basis of their brands and - in the opinion of the Issuer - a leading market position. In addition, following the merger with WGZ BANK, DZ BANK in its function as central bank for more than 900 cooperative banks is responsible for liquidity management within the Volksbanken Raiffeisenbanken cooperative financial network. As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at the national level. DZ BANK offers the full range of products and services of an international oriented financial institution with a special focus on Europe. DZ BANK also provides access to the international financial markets for its partner institutions and their customers.

This description of the Swap Counterparty does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Swap Agreement and the other Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Swap Counterparty since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The foregoing information regarding DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main under the heading "THE SWAP COUNTERPARTY" has been provided by DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Swap Counterparty, (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraphs, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main in its capacity as Swap Counterparty, and its respective affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

TAXATION

The following is a general description of certain Luxembourg and German tax considerations relating to the Class A Notes. It does not purport to be a complete analysis of all tax considerations relating to the Class A Notes, whether in those countries or elsewhere. Prospective investors should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Class A Notes and receiving payments of interest, principal and/or other amounts under the Class A Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

Taxation in the Grand Duchy of Luxembourg

Taxation of the Issuer

Registration Duty

A fixed duty of EUR 75 should be due upon incorporation and on any future capital increases.

Corporate Income Tax

The Issuer, organised as a corporate entity, should be subject to Luxembourg corporate taxes. The aggregate maximum applicable rate, including corporate income tax, municipal business tax and solidarity surcharge is 24.94 per cent. for 2019 for a company established in Luxembourg City. In accordance with the 2018-2023 government's new coalition arrangement, this combined rate was amended to improve the competitiveness of companies within the new finance law for 2019 with an effect as from 1 January 2019. The former rate in 2018 was 26.01 per cent.

The scope of such corporate taxation in principle extends to the Issuer's worldwide profits. The Issuer is a fully taxable Luxembourg resident and should therefore, from a Luxembourg tax perspective, be able to benefit from tax treaties and also be covered by the EC Parent-Subsidiary Directive, EC Merger Directive and EC Interest & Royalty Directive as it is not tax exempt and does not have an option to be exempt from income tax.

The taxable income of the Issuer should be computed by application of the Luxembourg income tax law of 4 December 1967, as amended. According to the Luxembourg Securitisation Law, as a securitisation company (société de titrisation), the Issuer should benefit from a special provision stating that all its commitments to remunerate investors for issued bonds or shares and other creditors (e.g., dividends payable to its shareholders to be materialised in principle by a decision of its board of directors taken before year-end) should qualify as interest on debt. Accordingly, these commitments shall be considered as operating expenses for corporate tax purposes. The future implementation of the provisions of the law dated 21st December 2018 implementing the Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**" or "**ATAD**") in Luxembourg and the European Anti-Tax Avoidance Directive II relating the OECD's base erosion and profit-shifting measures might potentially impact the Luxembourg tax regime regarding certain securitisation structures. Indeed, there is a risk that if the Issuer has interest costs in excess of the higher of (a) EUR 3,000,000 or (b) 30 per cent. of its earnings before interest, taxes, depreciation and amortisation (EBITDA), this excess interest cost should not be deductible in the year in which it is incurred.

Net Wealth Tax

As a securitisation company within the meaning of the Securitisation Law, the Issuer should be exempt from the annual net wealth tax. Notwithstanding this exemption, the Issuer should be subject to the minimum net wealth tax of either (i) EUR 4,815 or (ii) ranging from EUR 535 to EUR 32,100, depending on the composition and the total amount of its balance sheet at financial year end preceding the net wealth tax reference date.

VAT

As a securitisation company, the Issuer should qualify as VAT taxable persons in Luxembourg. Due to their VAT taxable status, securitisation vehicles are required to register for VAT in Luxembourg and to file VAT returns if needed.

Transfer Pricing ("TP")

A general transfer pricing regime entered into force in Luxembourg in 2015 which formalised the pre-existing transfer pricing principles and introduces an "arm's length" concept into Luxembourg law. The new provisions provided for adjustment of profits where transfer prices do not reflect the arm's length principle and clarified that the disclosure and documentation requirements for tax payers to support their tax return positions also apply with respect to transactions between associated enterprises. In the absence of proper transfer pricing documentation, the burden of proof may be reversed towards the tax payer.

On 12 October 2016, a bill was presented to the Luxembourg Parliament to introduce a new article 56bis to the Luxembourg tax code in order to incorporate the Organisation for Economic Co-operation and Development's ("**OECD**") Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations into Luxembourg tax law (the "**OECD TP Guidelines**") which have been substantially rewritten between 2013 and 2015 as part of the OECD's Action Plan on Base Erosion and Profit Shifting ("**BEPS**") and approved by the OECD Council on 23 May 2016. The Luxembourg bill was passed on 23 December 2016.

The new provisions formally apply from 1 January 2017. The changes to the Luxembourg tax code further specify the arm's length principle in Luxembourg. Many of the key OECD TP Guidelines in their augmented, post BEPS form, will then be embedded in Luxembourg law, including the requirement for comparability analysis that looks at the functions, risk and contractual terms. The new rules also give stronger basis for the application substance over form principle in case contractual arrangements do not reflect economic reality.

In addition, on 27 December 2016, the Luxembourg tax authorities issued a new circular providing guidance on transfer pricing considerations applicable to companies engaged in intra group financing activities. The new circular replaces the previous circular on transfer pricing issued on 28 January 2011 with effect from 1 January 2017. The key changes introduced by the new circular on transfer pricing are notably as follows:

(a) *Equity at risk*: The rule to determine the minimum equity at risk being 1 per cent. (with a maximum of EUR 2 million) of the invested assets applicable until the end of 2016 has been abolished. The adequate equity level is to be based on the (e.g. credit) risk of the investment, taking into account responsibilities, functions performed, assets employed and risk assumed by the Luxembourg companies involved in financing transactions.

(b) *Substance*: New substance requirements are introduced.

(c) *Determination of arm's length income and safe-harbour rules*: A comparability analysis will be required to determine and arm's length remuneration of the Luxembourg companies involved in intra-group financing activities.

(d) *Commercial rational*: Transactions that cannot be observed in the open market and which lack any commercial rationality will be disregarded to ensure full compliance with arm's length principle.

(e) *Substance over form*: In line with the OECD guidance (e.g. BEPS) the economic reality gains ground. Under the new circular on transfer pricing , economic reality of the transaction prevails over the contractual terms of the agreements.

(f) *Advance Pricing Agreements (APA)*: The Luxembourg tax authorities consider that all existing APA's to be no longer binding. For new APA's detailed requirements are provided.

Access to Double Tax Treaties

Because securitisation companies are fully taxable resident companies, they are expected to benefit from Luxembourg's tax treaty network and from the Council Directive 2011/96/EU of 30 November 2011 on the common system of taxation applicable in the case of parent companies and subsidiaries of different Member States but exact application needs to be checked on a case by case basis.

Taxation of the Investors in the Class A Notes

Withholding Tax

Under the current laws of Luxembourg and except as provided for by the Luxembourg law of 23 December 2005 implementing a domestic savings withholding tax, respectively, there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Class A Notes.

According to the law of 23 December 2005, in case interest payments on the Class A Notes are made or secured by a paying agent located in Luxembourg, such paying agent must withhold a tax at a rate of 20 per cent if such payment is made to beneficial owner (*bénéficiaires effectifs*) who are individuals resident in Luxembourg.

This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers. For individual Luxembourg resident Class A Noteholders, receiving the interest as income from their professional asset, the 20 per cent. Luxembourg withholding tax levied is credited against their final tax liability. They will not be liable for any Luxembourg income taxation on repayment of principal.

Taxes on income, capital gains and wealth

Non-Residents

A Non-Resident holder of Class A Notes should not be subject to any Luxembourg taxes on income or capital gains in respect of any benefit derived or deemed to be derived from the Class A Notes, including any payment under the Class A Notes and any gain realised on the disposition of the Class A Notes, provided that the holding of the Class A Notes is not effectively connected to a permanent establishment in Luxembourg through which the holder carries on a business or trade in Luxembourg. Such Non-Resident holders of Class A Notes should not be subject to any Luxembourg net wealth tax with regard to the Class A Notes either.

Luxembourg Resident Individuals

Interest received by an individual resident in Luxembourg is, in principle, reportable and taxable at the progressive rate unless the interest has been subject to withholding tax (see above under "Withholding Tax") or to the self-applied tax, if applicable. Indeed, Luxembourg resident individuals, acting in the framework of their private wealth, can opt to self-declare and pay a 20 per cent. tax on interest payments made after 31 December 2007 by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area other than an EU Member State of the European Union or in a State or territory which has concluded an international agreement directly related to the Savings Directive. The withholding tax or self-applied tax should be the final tax liability for the Luxembourg individual resident taxpayers receiving the interest payment in the framework of their private wealth. Individual Luxembourg resident Class A Noteholders receiving the interest as business income must include this interest in their taxable basis. If applicable, the 20 per cent. Luxembourg withholding tax levied will be credited against their final income tax liability.

Luxembourg resident individual Class A Noteholders are not subject to taxation on capital gains upon the disposal of the Class A Notes, unless the disposal of the Class A Notes precedes the acquisition of the Class A Notes or the Class A Notes are disposed of within six months of the date of acquisition of these Class A Notes. Upon redemption of the Class A Notes, individual Luxembourg resident Class A Noteholders must however include the portion of the redemption corresponding to accrued but unpaid interest in their taxable income.

Luxembourg Resident Companies

Luxembourg resident companies (*société de capitaux*) Class A Noteholders or foreign entities of the same type which have a permanent establishment or a permanent representative in Luxembourg with which the holding of the Class A Notes is connected, must include in their taxable income any interest (including accrued but unpaid interest) and the difference between the sale or redemption price (received or accrued) and the lower of the cost or book value of the Class A Notes sold or redeemed.

Luxembourg Resident Companies benefiting from a Special Tax Regime

Luxembourg resident Class A Noteholders which are companies benefiting from a special tax regime such as undertakings for collective investment subject to the law of 20 December 2002 or to the law of 13 February 2007 on specialised investment funds, as amended, or to the law of 17 December 2010 on undertakings for collective investment, as amended are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg corporate income tax, municipal business tax and net wealth tax, other than the subscription tax calculated on their net asset value. This annual tax is paid quarterly on the basis of the total net assets as determined at the end of each quarter. Class A Noteholders which are companies subject to the law of 11 May 2007 on the creation of a family wealth management company, as amended, are also not subject to income tax and are liable only for a subscription tax calculated on their (paid up) share capital (and share premium) at the rate of respectively 0.25 per cent.

Net Wealth Tax

Luxembourg net wealth tax should not be levied on a Class A Noteholder, unless

(a) such Class A Noteholder is a fully taxable Luxembourg resident company; or

(b) the Class A Notes are attributable to an enterprise or part thereof which is carried on in Luxembourg by a non-resident company through a permanent establishment or a permanent representative in Luxembourg of the Class A Noteholder.

When a Class A Noteholder is subject to net wealth tax, the rules on minimum net wealth tax should also be applicable. The minimum net wealth tax should also apply to certain corporate resident Class A Noteholders benefitting from a special tax regime, and this notwithstanding the fact that these entities are exempt of net wealth tax.

Other Taxes

There should be no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by Class A Noteholders as a consequence of the issue of the Class A Notes, nor should any of these taxes be payable as a consequence of a subsequent transfer, redemption or exchange of the Class A Notes, unless the documents relating to the Class A Notes are voluntarily registered in Luxembourg.

There should be no Luxembourg value added tax payable in respect of payments in consideration for the issue of the Class A Notes or in respect of the payment of interest or principal under the Class A Notes or the transfer of the Class A Notes. Luxembourg value added tax should, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg value added tax purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services. Under Luxembourg VAT law, fees for management services rendered to Luxembourg securitisation companies should be exempt from Luxembourg VAT.

Inheritance tax is levied in Luxembourg at progressive rates (depending on the value of the assets inherited and the degree of relationship). No Luxembourg inheritance tax should be due in respect of the Class A Notes, unless the holder of Class A Notes resides in Luxembourg at the time of his death. No Luxembourg gift tax should be due upon the donation of Class A Notes, unless such donation is passed before a Luxembourg notary or recorded in a deed registered in Luxembourg.

Taxation in Germany

Resident Class A Noteholders

Class A Notes are held as Private Assets

If an individual investor has his or her residence or habitual abode in Germany and holds the Class A Notes as private assets (*Privatvermögen*), payments of interest on the Class A Notes are taxed as private investment income (*Einkünfte aus Kapitalvermögen*). The gross amount of the interest payment is subject to a flat rate tax at a 25 per cent. (*Abgeltungssteuer*), plus a 5.5 per cent. solidarity surcharge thereon and, if applicable to the individual investor, church tax.

Capital gains from the disposal or redemption of the Class A Notes held as private assets also qualify as private investment income and are also subject to a flat rate tax at a 25 per cent., plus solidarity surcharge thereon and, if applicable, church tax. The capital gain is generally determined as the difference between the proceeds received by the investor from the disposal or redemption of the Class A Notes and the acquisition costs, less any expenses that are directly related to the disposal or redemption of the shares. If the Class A Notes are denominated in a currency other than Euro, the acquisition costs and the proceeds from the disposal or redemption have to be converted into Euro, at the time of the acquisition or at the time of disposal or redemption, as the case may be. Capital losses generated from the disposal or redemption of Class A Notes held as private assets can - within certain limitations - be deducted from other private investment income. Capital losses that are not offset against private investment income the year in which the capital losses arose may be carried forward into subsequent years but may not be carried back into preceding years.

The private investment income of an individual investor is reduced by an annual lump sum deduction amount (*Sparer-Pauschbetrag*) of EUR 801 for single taxpayers and EUR 1,602 for married taxpayers and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly. In turn, expenses actually incurred in connection with private investment income are not tax deductible.

The flat tax is generally levied by way of withholding (see succeeding paragraph – *German withholding tax*), and the tax liability of the individual investor with respect to the private investment income derived from the Class A Notes is generally deemed discharged by withholding and paying the flat tax. If, however, no or not sufficient tax was withheld, the investor will have to include the income derived from the Class A Notes in his or her personal income tax return and the flat tax will then be levied by way of tax assessment. Individual investors may opt for subjecting their entire private investment income, including interest income and capital gains from the disposal or redemption of the Class A Notes, to tax at their personal income tax rate instead of the flat rate tax, if this results in a lower tax liability. In such cases, income-related expenses other than the lump sum deduction amount cannot be deducted, either.

If non-German taxes are withheld on interest payments to German resident investors, the German resident investor should generally be entitled to a credit of the taxes withheld against their German income tax liability or - alternatively - to a refund of the foreign taxes abroad. The Issuer will not be required, however, to pay any additional amounts on top of the interest to compensate the Class A Noteholder for any taxes withheld.

In their agreement dated 12 March 2018 (*Koalitionsvertrag*), the political parties forming the Federal Government have announced to repeal the flat income tax rate regime (*Abgeltungssteuer*) for interest income. As a consequence ordinary tax rates would apply to the relevant items of income which would result in higher tax charges for German investors holding the Class A Notes as private assets.

Class A Notes are held as Business Assets

If a German resident investor holds the Class A Notes as business assets (*Betriebsvermögen*), the interest income and capital gains from the disposal or redemption of the Class A Notes is either subject to personal income tax at progressive rates going up to 45 per cent. plus solidarity surcharge and church tax, if applicable, thereon (in case of an individual investor) or to corporate income tax at a rate of 15 per cent. plus solidarity surcharge thereon (in case of a corporate investor). Business expenses related to the Class A Notes are tax deductible. Any income derived from the Class A Notes will have to be included in the investor's personal income tax or corporate income tax return, and any German withholding tax (including surcharges) will generally be fully credited against the investor's personal or corporate income tax liability or refunded, as the case may be. The income derived from the Class A Notes is generally also subject to trade tax if the Class A Notes are held by a corporate investor, or, in case of an individual investor, if the Class A Notes form part of the business property of a German trade or business. The trade tax rate depends on the applicable trade tax multiplier of the relevant municipality, where the business is located. In case of individual investors, the trade tax may in part or in total be credited against the investor's personal income tax liability.

German Withholding Tax

If the Class A Noteholder keeps the Class A Notes in a custodial account at a German credit or financial services institution (*inländisches Kredit- oder Finanzdienstleistungsinstitut*), including German branches of foreign credit and financial services institutions, a German securities trading company (*inländisches Wertpapierhandelsunternehmen*) or a German securities trading bank (*inländische Wertpapierhandelsbank*) (the "**Disbursing Agent**") which keeps or administers the Class A Notes and pays out or credits the interest, the Disbursing Agent withholds the flat tax on the income derived from the Class A Notes, including solidarity surcharge thereon. Church tax will be withheld by the Disbursing Agent, unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). In such case, the individual investor has to include the private investment income in his or her tax return and will then be assessed to church tax.

The flat tax will be withheld from the gross amount of the interest payment and also applied to interest accrued through the date of the disposal of the Class A Notes that is shown separately on the respective settlement statement (*Stückzinsen*). In case of capital gains from the disposal or redemption of Class A Notes, withholding tax will be levied on the difference between the issue or acquisition price of the Class A Notes and the proceeds from the redemption or sale of the Class A Notes, less any directly related expenses, provided that the Class A Noteholder has kept the Class A Notes in a custodial account since the issuance or acquisition date respectively or, in case of a transfer from another custodial account, has evidenced the acquisition costs in the form required by law. Otherwise, withholding tax is generally levied on 30 per cent. of the proceeds from the redemption or disposal of the Class A Notes.

No German withholding tax will be levied if an individual investor has filed a withholding tax exemption application (*Freistellungsauftrag*) with the Disbursing Agent, but only to the extent the private investment income does not exceed the exemption amount shown on the withholding tax exemption application. Currently, the overall exemption amount is EUR 801 for single taxpayers and EUR 1,602 for married taxpayers and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly. Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the Disbursing Agent.

If the Class A Notes are not held in a custodial account with a Disbursing Agent at the time the interest is received or at the time of the relevant disposal or redemption of the Class A Notes, no tax will be withheld but the Class A Noteholder will have to include its income derived from the Class A Notes in his or her tax return, and the tax will be levied by way of assessment, however, at the same rate as if the withholding would have occurred.

Furthermore, with respect to capital gains from the redemption or disposal of the Class A Notes, no withholding tax will be levied if the Class A Noteholder is a corporation subject to unlimited resident taxation in Germany and the Class A Notes are held by a Disbursing Agent under the name of the respective company. The same is true if the Class A Notes are held as a business asset of a German business and the Class A Noteholder declares this on an official form vis-à-vis the Disbursing Agent. The flat rate withholding tax would not apply either if the Class A Noteholder is a German financial institution, financial services institution or an investment management company.

Non-Resident Class A Noteholders

Interest payments on the Class A Notes as well as capital gains from the disposal or redemption of the Class A Notes derived by an individual or corporate investor that is not tax resident in Germany are not subject to German income taxation, unless (i) the Class A Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed place of business maintained in Germany by the Noteholder, or (ii) the income derived from the Class A Notes otherwise constitutes German source income (such as e.g. income from the letting and leasing of certain German-situs property). If a non-resident investor is subject to tax in Germany with the income derived from the Class A Notes, in principle, similar rules apply as explained in the preceding sub-section "**Resident Class A Noteholders**".

Non-resident taxpayers are, in general, exempt from German withholding tax on investment income. However, where the interest is subject to German taxation as set forth in the preceding paragraph and

the Class A Notes are held in a custodial account with a Disbursing Agent, withholding tax is levied as explained above in the preceding sub-section "**Resident Class A Noteholders**". Under certain circumstances, non-German investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*).

Gift and Inheritance Tax

The transfer of a Class A Note to another person by way of gift or by reason of the death of the Class A Noteholder is generally subject to German gift or inheritance tax if, in case of an inheritance, either the decedent or the beneficiary, or, in case of a gift, either the donor or the donee is, or is deemed to be, a resident of Germany under German tax law. If neither the Class A Noteholder nor the beneficiary or the donee is resident, or deemed to be resident, in Germany at the time of the transfer, no German gift or inheritance tax should arise, unless the Class A Notes were held by the decedent or donor as part of a trade or business for which a permanent establishment was maintained in Germany or for which a permanent representative in Germany had been appointed. Exceptions from these rules apply to certain German expatriates. Tax treaties concluded by Germany generally permit Germany to tax the transfer of a Class A Note in this situation.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Class A Notes. The issuance and transfer of Class A Notes should not trigger German VAT. However, under certain circumstances, entrepreneurs may waive the exemption from VAT with regard to transactions with the Class A Notes. Currently, net wealth tax (*Vermögenssteuer*) is not levied in Germany.

Taxation of the Issuer

The Issuer will derive income from the Purchased Receivables. The income derived by the Issuer will generally only be subject to German income taxation if the Issuer has its place of effective management and control in Germany or maintains a permanent establishment, or appoints a permanent representative, for its business in Germany.

The Issuer has been advised that it is not tax resident in Germany and that it should not maintain a permanent establishment or permanent representative in Germany. Consequently, the Issuer should not be subject to German corporate income tax (*Körperschaftsteuer*) or German trade tax (*Gewerbesteuer*).

It can, however, not be excluded that the German tax authorities regard the Issuer as subject to German income taxation. In that case, the tax base for German corporate income tax and German trade tax would be computed in accordance with the German tax laws, including, in particular, (i) the German interest barrier (*Zinschranke*) rules and the (ii) the rules on the addition of certain expense items for trade tax purposes (*gewerbesteuerliche Hinzurechnung*). The application of these rules could lead to a significant taxable income of the Issuer in Germany if the Issuer is regarded as being subject to German taxation.

The purchase of receivables should not be subject to German VAT under the assumption that the Issuer will be registered for VAT purposes in Luxembourg and will use its Luxembourg VAT identification (otherwise the purchase of the receivables should at least be exempt from VAT in Germany). The collection of receivables by the Seller should be treated as ancillary to the transfer of the receivables, thus share the same VAT-treatment and not expose the Issuer to VAT risks.

Pursuant to section 13c UStG, the Issuer may incur a secondary liability for German VAT payable by the Seller in relation to the Purchased Receivables. An amendment to section 13c.1 UStG which came into effect on 1 January 2017 (*Bürokratieentlasungsgesetz* of 30 June 2017, Bundesgesetzblatt I p. 2143) stipulates that the purchaser of receivables shall not be liable to unpaid VAT provided and to the extent the seller has received a cash consideration for the assignment of the receivable. However, this shall not apply and the purchaser of a receivable might be liable to unpaid VAT in case the seller may not freely dispose of the cash received which in particular shall be the case when the purchaser has access to the bank account to which the remuneration was paid. The amendment to section 13c.1 German Value Added Tax Act (*Umsatzsteuergesetz – UstG*) overrules a decision of the Federal Fiscal Court (*Bundesfinanzhof*) rendered on 16 December 2015 (XI R 28/13) holding that in the case of

factoring, section 13c UStG also applies when the factor provides liquidity to the originator. The court thereby refused to follow the view of the German tax administration provided in section 13c. 1 (27) of the German (*Umsatzsteuer-Anwendungserlass – UStAE*) which explained that the purchaser shall not be liable to unpaid VAT provided and to the extent the purchase price was at the free disposition of the seller. The view could be taken that the amendment to section 13c.1 UStG has reinstated the previous administrative practice and now made it binding for the tax courts, too. Section 13c.1 (30) of the UStAE provides that a liability would be triggered by the mere onward assignment of the Purchased Receivables to the Trustee. It could be held that paragraph 30 of the Guidelines does not apply as an override to paragraph 27 because (i) the current wording of section 13c.1 (27) of the UStAE was inserted in the final version of the above mentioned circular and should, in view of this timing, be interpreted as an override rule specifically for asset backed securities transactions, (ii) if - by contrast - section 13c.1 (30) of the UStAE would be regarded as an override, this would remove all meaning from paragraph 27 of the UStAE since the assignment of the Purchased Receivables is a necessary insolvency remoteness requirement of the Rating Agencies (c.f. "Structured Finance Ratings - European Legal Criteria 2005", published by S&P), and (iii) section 13c.1 (30) of the UStAE makes an implicit reference to considerations paid in the context of assignments falling under the scope of paragraph 30 of the UStAE. Therefore, with respect to the sale of Receivables under the Receivables Purchase and Servicing Agreement, section 13c.1 (27) of the Guidelines should apply, whereas section 13c.1 (30) of the UStAE would not be applicable.

Based on the above analysis and expectations, the Issuer should not be held liable for unpaid VAT relating to the Purchased Receivables pursuant to section 13c UStG by German tax authorities.

Common Reporting Standard

In 2014, the Organisation for Economic Co-operation and Development developed a new global standard for the annual automatic exchange of financial information between tax authorities (the "**Common Reporting Standard**" or the "**CRS**"). Germany and Luxembourg are signatory jurisdictions to the CRS and are conducting the exchange of information with tax authorities of other signatory jurisdictions since September 2017, as regards reportable financial information gathered in relation to fiscal year 2016.

The CRS was implemented into German law (*Gesetz zum automatischen Austausch von Informationen über Finanzkonten in Steuersachen* (*Finanzkonten-Informationsaustauschgesetz – FKAustG*) and Luxembourg law (law dated 18 December 2015 concerning the automatic exchange of information on financial accounts and tax matters) domestic law in December 2015 implementing the EU Directive 2014/107/EU.

The regulation may impose obligations on the Issuer and its shareholder/Class A Noteholders, if the Issuer is actually regarded as a reporting financial institution under the CRS, so that the latter could be required to conduct due diligence and obtain (among other things) confirmation of the tax residency (through the issuance of self-certifications forms by the shareholder/Class A Noteholders), tax identification number and CRS classification of the shareholder/Class A Noteholders in order to fulfil its own legal obligations from 1 January 2016.

Investors should contact their own tax advisers regarding the application of CRS to their particular circumstances.

SUBSCRIPTION AND SALE

The Managers have, pursuant to the Subscription Agreement, on several and not joint basis, agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe the Class A Notes at the issue price of 100.264 per cent. of their Outstanding Note Principal Amount on the Closing Date. The Seller has agreed to pay to the Managers an underwriting commission. In addition, the Seller and the Issuer have agreed to indemnify the Managers against certain Damages and liabilities in connection with (i) certain representations and (ii), the offer and sale of the Class A Notes, as more specifically described in the Subscription Agreement. In the Subscription Agreement, the Issuer has made certain representations and warranties in respect of its legal and financial matters. The Subscription Agreement entitles the Managers to terminate it in certain circumstances prior to payment being made to the Issuer.

The issuance of the Class A Notes is not designed to comply with the U.S. Risk Retention Rules other than the safe harbour for certain non-U.S. related transactions under Rule 20 of the U.S. Risk Retention Rules. "**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R. Part 246) implementing the risk retention requirements of section 15G of the U.S. Securities Exchange Act of 1934, as amended.

The Class A Notes offered and sold by the Issuer may not be purchased by any persons, or for the account or benefit of any persons, that are, "U.S. persons" as defined in the U.S. Risk Retention Rules (such persons, "**Risk Retention U.S. Persons**") except where such sale falls within the safe harbour for certain non-U.S. related transactions under Rule 20 of the U.S. Risk Retention Rules. In any case, the Class A Notes may not be purchased by, or for the account or benefit of, any "U.S. person" as defined under Regulation S under the U.S. Securities Act of 1933, as amended ("**Regulation S**"). The definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" in Regulation S. Each purchaser of Class A Notes, including beneficial interests therein will be required to have made certain representations and agreements, including that it (A)(1) is not a Risk Retention U.S. Person (2) is acquiring such Class A Note or a beneficial interest therein for its own account and not with a view to distribute such Class A Note; and (3) is not acquiring such Class A Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Class A Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to avoid the 10 per cent. Risk Retention U.S. Person limitation in the safe harbour for certain non-U.S. related transactions provided for in Rule 20 of the U.S. Risk Retention Rules), or (B)(1) is a Risk Retention U.S. Person and (2) is not a "U.S. Person" as defined under Regulation S.

With respect to the U.S. Risk Retention Rules, the Seller and the Issuer agreed that the issuance of the Class A Notes was not designed to comply with the U.S. Risk Retention Rules and that the Seller does not intend to retain at least 5 per cent of the securitised assets for purposes of compliance with the U.S. Risk Retention Rules, but rather intends to rely on a safe harbour provided for in Rule 20 of the U.S. Risk Retention Rules regarding certain non-U.S. related transactions. Other than as specified in the preceding paragraph, no other steps have been taken by the Seller and the Managers or any of their Affiliates or any other party to accomplish such compliance. The determination of the proper characterisation of potential investors for determining the availability of the a safe harbour for certain non-U.S. related transactions provided for in Rule 20 of the U.S. Risk Retention Rules is solely the responsibility of the Seller, and neither the Issuer, nor the Arranger, nor any of the Managers or any person who controls them or any of their directors, officers, employees, agents or Affiliates will have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the a safe harbour for certain non-U.S. related transactions provided for in Rule 20 of the U.S. Risk Retention Rules, and neither the Issuer, nor the Arranger, nor any of the Managers or any person who controls them or any of their directors, officers, employees, agents or Affiliates accept any liability or responsibility whatsoever for any such determination or characterisation. See "RISK FACTORS — Risks relating to the Class A Notes — U.S. Risk Retention".

SELLING RESTRICTIONS

No action has been taken in any jurisdiction by the Issuer or the Managers for the purpose of permitting a public offering of the Class A Notes, or possession or distribution of this Prospectus (in preliminary, proof or final form) or any amendment or supplement thereto or any other offering or publicity material relating to the Class A Notes (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. Accordingly, each Manager agrees that it will

not directly or indirectly offer or sell any Class A Notes or distribute or publish this Prospectus or any other offering or publicity material relating to the Class A Notes in or from any country or jurisdiction, except in compliance with all applicable laws, rules and regulations of any such country or jurisdiction.

Each Manager will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Class A Notes or has in its possession or distributes this Prospectus (in preliminary, proof or final form) or any amendment or supplement thereto or any other offering or publicity material relating to the Class A Notes, in all cases at its own expense.

EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area (including the European Union, Iceland, Norway and Liechtenstein) which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Managers represented and agreed under the Subscription Agreement that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") neither has made nor will make an offer of the Class A Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Class A Notes which has been approved by the competent authority in that Relevant Member State and published and notified to the relevant competent authority in that Member State in accordance with article 18 of the Prospectus Directive, except that either may, with effect from and including the Relevant Implementation Date, make an offer of such Class A Notes to the public in that Relevant Member State at any time:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Joint Lead Managers nominated by the Issuer for any such offer; or

(c) in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Class A Notes shall require the Issuer or the Managers to publish a prospectus pursuant to article 3 of the Prospectus Directive or supplement a prospectus pursuant to article 16 of the Prospectus Directive.

For the purposes of this section, the expression an "**offer of Class A Notes to the public**" in relation to any Class A Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes, as the same may be varied in that Relevant Member State by any measure implementing, complying with or further specifying the Prospectus Directive and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

UNITED STATES

The Class A Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. Persons, except in certain transactions exempt from the registration requirements of the Securities Act. The Notes are being offered and sold outside the United States in reliance on Regulation S.

The Class A Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Code and U.S. Treasury regulations thereunder.

Each Manager represented and agreed under the Subscription Agreement that, except as permitted by the Subscription Agreement, it has not offered or sold and will not offer or sell any Class A Notes as part of their distribution at any time except in "offshore transactions" as defined in Regulation S.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

Each Manager represented and agreed under the Subscription Agreement that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Class A Notes to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or both) of the following:

(i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Directive; and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes.

UNITED KINGDOM

Each Manager represented and agreed under the Subscription Agreement that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of the Class A Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Class A Notes in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

1. **Authorisation**

The issue of the Notes was duly authorised by a resolution of the Board of Directors of the Issuer dated 20 June 2019.

2. **Listing**

Application has been made for the Class A Notes to be admitted to listing on the official list and to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange. No such application has been made for the Class B Note.

It is expected that official listing and admission to trading will be granted on or about 15 July 2019, subject only to the issue of the Global Note.

The Issuer estimates that the amount of expenses related to the admission to trading of the Class A Notes will be approximately EUR 9,200.

3. **Clearing Systems**

The Class A Notes have been accepted for clearance through Euroclear and Clearstream Banking S.A. and assigned the following identification codes:

ISIN: XS2004795568

Common Code: 200479556

WKN: A2R13N

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream Banking S.A. is Clearstream Banking S.A., 42 Avenue JF Kennedy, L 1855 Luxembourg.

The Class B Note will not be cleared.

4. **Legal Entity Identifier**

The legal entity identifier (LEI) of the Issuer is: 222100WLXXE2S5EXDE33.

5. **Legal and Arbitration Proceedings**

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past, significant effects on the financial position or profitability of the Issuer.

6. **No Material Adverse Change in the Issuer's Financial Position**

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its last published audited financial statements (31 December 2017).

7. **Auditors**

The auditors of the Issuer are Deloitte Audit S.à r.l., 20, Boulevard de Kockelsheuer L-1821 Luxembourg, B.P. 1173, L-1011 Luxembourg, Grand Duchy of Luxembourg (member of the *Institut des Réviseurs d'Entreprises*), who have audited the Issuer's accounts, without qualification, in accordance with IFRS for the years ended 2016 and 2017.

8. **Legend Concerning United States Persons**

The Class A Notes will contain a legend to the following effect:

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

9. Availability of Documents

9.1 Prior to the listing of the Class A Notes on the official list of the Luxembourg Stock Exchange, the constitutional documents of the Issuer will be available for inspection at the registered office of the Issuer and copies of these documents may be obtained, free of charge, upon request.

9.2 Upon listing of the Class A Notes on the official list of the Luxembourg Stock Exchange and so long as the Class A Notes remain outstanding, copies of the constitutive documents of the Issuer may also be obtained free of charge during customary business hours at the specified offices of the Paying Agent. The following documents may also be inspected during customary business hours at the specified offices of the Paying Agent and of the Issuer:

(a) the articles of association of Limes Funding S.A.;

(b) the minutes of the meeting of the board of directors of Limes Funding S.A. approving the issue of the Notes, the issue of this Prospectus and the Transaction as a whole;

(c) the audited financial statements of Limes Funding S.A. for the periods from 1 January 2016 to 31 December 2016 and from 1 January 2017 to 31 December 2017;

(d) the future annual financial statements of Limes Funding S.A. (interim financial statements will not be prepared);

(e) Investor Reports;

(f) Transparency Reports;

(g) the Trust Agreement;

(h) all notices given to the Class A Noteholders pursuant to the Class A Terms and Conditions; and

(i) this Prospectus and all Transaction Documents referred to in this Prospectus.

This Prospectus (and all the documents incorporated by reference in this Prospectus) will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

9.3 Investor Reports

The Cash Administrator will publish monthly Investor Reports regarding the Notes and the performance of the underlying assets. Monthly investor reports may be published by the Servicer on each Investor Reporting Date on https://pivot.usbank.com; such monthly Investor Reports will provide the following information:

(a) the aggregate amount to be distributed on each Class A Note, on the Class B Note and on the Subordinated Loan on the immediately following Payment Date;

(b) the repayment of the nominal amount attributed to each Class A Note, to the Class B Note and the Subordinated Loan as distributed together with the interest payment;

(c) the nominal amount still outstanding on each Class A Note, on the Class B Note and on the Subordinated Loan as of each respective Payment Date;

(d) the Commingling Reserve Required Amount and the Liquidity Reserve Required Amount still available on the immediately following Payment Date;

(e) the sums corresponding to the administration fees and servicing fees;

(f) default and recovery information for ach Collection Period, delinquency information for delinquency periods of up to one month, up to two months, up to three months and more than three months with respect to the number of delinquent Lease Agreements and the amount of purchased Delinquent Receivables; and

(g) in the event of the final Payment Date, the fact that such date is the final Payment Date.

The first Investor Report issued by the Issuer will additionally disclose the amount of Notes (i) privately-placed with investors other than the Seller and its affiliated companies (together the "**Originator Group**"), (ii) retained by a member of the Originator Group and (iii) publicly-placed with investors which are not part of the Originator Group. In relation to any amount of Notes initially retained by a member of the Originator Group but subsequently placed with investors outside the Originator Group, such circumstance will be disclosed (to the extent legally permitted) in the next investor report following such outplacing.

Furthermore, the Issuer undertakes to make available to the Noteholders from the Closing Date until the Final Maturity Date loan level data and a cash flow model either directly or indirectly through one or more entities who provide such cash flow models to investors generally.

9.4 Transparency Reports

Additionally, and to the extent no securitisation repository is registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make the information required by the EU Transparency Requirements available on the website of the of the European Data Warehouse (www.eurodw.eu) which, for the avoidance of doubt, will comply with the requirements set out in article 7(2) of the Securitisation Regulation. If a securitisation repository should be registered in accordance with article 10 of the Securitisation Regulation, the Servicer will make the information available to such securitisation repository.

10. Third Party Information

Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced, and as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

INFORMATION INCORPORATED BY REFERENCE

The following documents (the "**Filed Documents**") have been filed by the Issuer with the CSSF shall be deemed to be incorporated by reference in, and to form part of, this Prospectus:

Page	Section of Prospectus	Document incorporated by reference
162	THE ISSUER, Financial Information Concerning the Issuer's Assets and Liabilities, Financial Position, and Profit and Losses	The Issuer's audited annual financial statements for the year ended 31 December 2016, prepared in accordance with Luxembourg legal and regulatory requirements relating to the preparation of annual accounts: Page Audit report----------1-2 Balance sheet as at 31 December 2016----------3-8 Profit and loss account for the year ended 31 December 2016----------9-11 Notes to the annual accounts ----------12-26
		The Issuer's audited annual financial statements for the year ended 31 December 2017, prepared in accordance with Luxembourg legal and regulatory requirements relating to the preparation of annual accounts: Page Audit report----------1-3 Balance sheet as at 31 December 2017----------4-8 Profit and loss account for the year ended 31 December 2017----------9-10 Notes to the annual accounts ----------11-26

To the extent that any statement that is contained in the information incorporated by reference is modified or superseded (whether expressly, by implication or otherwise) for the purposes of this Prospectus by any statement contained in this Prospectus, such statement contained in the information incorporated by reference will not, except as so modified or superseded, form part of this Prospectus.

Any information which is itself incorporated by reference into any of the information incorporated by reference in this Prospectus will not form part of this Prospectus.

Any information contained in any of the Filed Documents which is not incorporated by reference in this Prospectus is either not relevant to investors or is covered elsewhere in this Prospectus.

Any document incorporated herein by reference can be obtained without charge at the offices of Limes Funding S.A., acting for and on behalf of its Compartment 2019-1 as set out at the end of this Prospectus. In addition, such documents will be available free of charge from the principal office in London of Elavon Financial Services DAC for Class A Notes listed on the official list of the Luxembourg Stock Exchange and will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

MASTER DEFINITIONS SCHEDULE

The following is the text of the Master Definitions Schedule. The text is attached as Appendix A to the Class A Terms and Conditions and constitute and integral part of the Class A Terms and Conditions.

1. **Definitions**

"**Account Bank**" means Elavon Financial Services DAC;

"**Account Bank Agreement**" means the account bank agreement dated 15 July 2019 entered into between the Issuer, the Account Bank and the Cash Administrator;

"**Account Bank Required Rating**" means ratings, solicited or unsolicited of at least:

(a) having (i) the deposit long-term rating (or, in the absence of such a rating with respect to such entity, the long-term issuer default rating of at least "A" (or its equivalent) by Fitch, or (ii) the short term issuer default rating of at least "F1" (or its equivalent) by Fitch; and

(b) having either (i) the issuer credit rating or (ii) the resolution counterparty of at least "A" by S&P;

"**Administrative Expenses**" means the fees, costs, expenses payable by the Issuer on a *pari passu* basis to:

(a) the Corporate Services Provider under the Corporate Services Agreement;

(b) the Back-Up Servicer Facilitator under the Receivables Purchase and Servicing Agreement;

(c) the Cash Administrator under the Cash Administration Agreement;

(d) the Account Bank under the Account Bank Agreement;

(e) the Paying Agent and the Interest Determination Agent under the Agency Agreement;

(f) the Registrar under the Note Purchase Agreement;

(g) the Data Trustee under the Data Trust Agreement;

(h) the accountants, auditors and legal and others advisors of the Issuer;

(i) the Rating Agencies; and

(j) any other fees, costs and expenses reasonably incurred in the ordinary course of business of the Issuer;

"**Affiliate**" means:

(a) with respect to any Person established under German law, any company or corporation which is an affiliated company (*verbundenes Unternehmen*) to such Person within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*);

(b) with respect to any other Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly having a majority of the voting power of such Person;

"**Agency Agreement**" means the agency agreement dated 15 July 2019 entered into between the Issuer and the Agents;

"**Agents**" means the Interest Determination Agent and the Paying Agent, and each of them an "**Agent**";

"**Aggregate Outstanding Portfolio Principal Amount**" means on any Cut-Off Date, the sum of the respective Outstanding Principal Amounts of all Purchased Receivables which are not Defaulted Receivables;

"**Aggregate Outstanding Note Principal Amount**" means the sum of the Outstanding Note Principal Amounts of a Class of Notes on a Payment Date (after the payment of the relevant principal redemption amount on such Payment Date) or on the Closing Date, as applicable;

"**AIFMD**" means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers;

"**Alternative Base Rate**" has the meaning ascribed to such term in paragraph (d)(i) of the definition of EURIBOR;

"**Ancillary Rights**" means all present and future claims and rights of the Seller:

(a) connected with and relating to a Receivable and which do not have a money value of their own (*Neben-, Hilfs- und Vorzugsrechte*);

(b) claims arising from any default by the relevant Lessee with respect to any Receivable; and

(c) all rights to which the Seller is entitled to determine the legal relationship (*Gestaltungsrechte*) with regard to the Lease Agreements relating to the Purchased Receivables (including any termination rights) save for avoidance rights (*Anfechtungsrechte*) relating to the contract to purchase the relevant Leased Object;

"**Arranger**" Société Générale S.A.;

"**Authorised Signatory**" means any director of the Issuer or any other person or persons authorised by the Issuer's board of directors as specified in the respective list of authorities to represent and sign;

"**Authority**" shall mean any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

"**Available Distribution Amount**" means with respect to any Payment Date an amount equal to the sum of:

(a) any Collections and Deemed Collections received or collected by the Servicer pursuant to the Receivables Purchase and Servicing Agreement during the relevant Collection Period immediately preceding such Payment Date; plus

(b) the amount standing to the credit of the Liquidity Reserve Account Ledger; plus

(c) the Net Swap Receipts; plus

(d) the Enforcement Proceeds; plus

(e) upon the occurrence and continuance of a Servicer Termination Event, the amounts standing to the credit of the Commingling Reserve Account Ledger if and only to the extent that the Servicer has, on the relevant Servicer Reporting Date or Payment Date (as the case may be), failed to transfer to the Issuer any Collections received the Servicer during, or with respect to, the Collection Period ending as of such Cut-Off Date or any previous Collection Periods, and only to the extent necessary for the fulfilment on the relevant Payment Date of the payment obligations of the Issuer (but excluding any fees and other amounts due to the Servicer under paragraph (d) of the Pre-Enforcement Priority of Payments so long as no Back-Up Servicer is appointed in accordance with the Receivable Purchase and Servicing Agreement); plus

(f) any other amounts (if any) standing to the credit of the Distribution Account Ledger;

"**Back-Up Servicer**" means any party appointed by the Issuer as back-up servicer in accordance with clause 7.17 (Back-Up Servicer Facilitator) of the Receivables Purchase and Servicing Agreement;

"**Banking Secrecy Duty**" means the obligation to observe the banking secrecy (*Bankgeheimnis*) under German law or any applicable requirements on banking secrecy under foreign law;

"**Base Rate Modification**" has the meaning ascribed to such term in paragraph (d)(i) of the definition of EURIBOR;

"**Base Rate Modification Certificate**" has the meaning ascribed to such term in paragraph (d)(i)(A) of the definition of EURIBOR;

"**Beneficiaries**" means the Noteholders and any Transaction Party other than the Issuer;

"**BHI**" means Bad Homburger Inkasso GmbH;

"**Business Day**" means a TARGET2 Day provided that this day is also a day on which banks are open for business in Frankfurt am Main, Luxembourg, London and Dublin;

"**Business Day Convention**" means that if any due date specified in a Transaction Document for performing a certain task (in particular, payments of any amounts) is not a Business Day, such task shall be performed (a payment shall be made) on the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such task shall be performed on the immediately preceding Business Day (Modified Following Business Day Convention);

"**Business Operations Agreement 1**" means the business operations agreement dated 22 May 2013 entered into between the Originator 1 and Deutsche Leasing AG;

"**Business Operations Agreement 2**" means the business operations agreement dated 22 May 2013 entered into between the Originator 2 and Deutsche Leasing AG;

"**Business Operations Agreement 3**" means the business operations agreement dated 22 May 2013 entered into between the Seller and Deutsche Leasing AG;

"**Business Operations Agreements**" means, collectively, the Business Operations Agreement 1, the Business Operations Agreement 3 and the Business Operations Agreement 3 and "Business Operations Agreement" means each of them;

"**Cash Administration Agreement**" means the cash administration agreement dated 15 July 2019 entered into between the Issuer and the Cash Administrator;

"**Cash Administration Services**" means the duties of the Cash Administrator set out in clause 3.1 (Cash Administration Services) of the Cash Administration Agreement;

"**Cash Administrator**" means U.S. Bank Global Corporate Trust Limited;

"**Class A Asset Backed Floating Rate Notes**" means the class A bearer notes (*Inhaberschuldverscheibungen*) issued by the Issuer on the Closing Date with a total nominal amount of EUR 671,200,000, consisting of 6,712 individual Class A Notes, each in the nominal amount of EUR 100,000 and ranking senior to the Class B Note with respect to the payment of interest and principal;

"**Class A Interest Amount**" means the amount of interest payable in respect of each Class A Note on any Payment Date, calculated in accordance with Condition 4.2 (Interest Rate) and Condition 4.3 (Interest Amount) of the Class A Terms and Conditions;

"**Class A Issue Price**" EUR 672,971,968;

"**Class A Noteholders**" means any holder of a Class A Note, and "**Class A Noteholder**" means each of them;

"**Class A Notes**" means the Class A Asset Backed Floating Rate Notes;

"**Class A Principal Redemption Amount**" means on each Payment Date prior to an Enforcement Event the lower of:

(a) an amount equal to the Aggregate Outstanding Note Principal Amount of the Class A Notes on the preceding Payment Date (or in case of the first Payment Date, the Closing Date); and

(b) the Required Principal Redemption Amount on such Payment Date;

"**Class A Terms and Conditions**" means the terms and conditions of the Class A Notes set out in schedule 1 (Terms and Conditions of the Class A Notes) of the Agency Agreement and under the heading "TERMS AND CONDITIONS OF THE CLASS A NOTES" in this Prospectus;

"**Class B Asset Backed Fixed Rate Note**" means the class B note registered note (*Namensschuldverscheibung*) issued by the Issuer on the Closing Date with a total nominal amount of EUR 78,800,000 and ranking junior to the Class A Notes with respect to the payment of interest and principal;

"**Class B Interest Amount**" means the amount of interest payable in respect of the Class B Note on any Payment Date, calculated in accordance with Condition 4.2 (Interest Rate) of the Class B Note Terms and Conditions;

"**Class B Issue Price**" means EUR 78,800,000;

"**Class B Note Purchaser**" means Deutsche Sparkassen Leasing AG & Co. KG;

"**Class B Principal Redemption Amount**" means on each Payment Date prior to an Enforcement Event the lower of:

(a) an amount equal to the Aggregate Outstanding Note Principal Amount of the Class B Note on the preceding Payment Date (or in case of the first Payment Date, the Closing Date); and

(b) the difference between

(i) the Required Principal Redemption Amount on such Payment Date; and

(ii) and the Class A Principal Redemption Amount on such Payment Date;

"**Class B Note**" means the Class B Asset Backed Fixed Rate Note;

"**Class B Note Certificate**" shall have the meaning ascribed to such term in clause 2.2(c) of the Note Purchase Agreement;

"**Class B Note Register**" shall have the meaning ascribed to such term in schedule 1 (Form of Class B Note Certificate) of the Note Purchase Agreement;

"**Class B Terms and Conditions**" means the terms and conditions of the Class B Note annexed to schedule 1 (Form of Class B Note Certificate) of the Note Purchase Agreement and schedule 2 (Terms and Conditions of the Class B Note) of the Agency Agreement ;

"**Class of Notes**" means any of the Class A Notes and the Class B Note;

"**Clearstream Banking S.A.**" means the Clearstream clearance system for internationally traded securities operated by Clearstream Banking S.A. (CBL), a company incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248 and any successor thereto;

"**Closing Date**" means 17 July 2019;

"**Collection Accounts**" means any account on which Collections under the Lease Receivables are received by the Servicer;

"**Collection Authority**" has the meaning as defined in clause 7.1 (Mandate and Authority) of the Receivables Purchase and Servicing Agreement;

"**Collection Period**" means, in relation to a Payment Date, the period beginning on and including the seventh calendar day of the calendar month preceding the month of such Payment Date, and ending on and including the Cut-Off Date immediately preceding such Payment Date, provided that the first Collection Period shall begin on and include 25 June 2019 and end on and include 6 August 2019;

"**Collections**" means all amounts relating to Purchased Receivables and received by the Seller in fulfilment of or in connection with the payment obligations of a Purchased Receivable, including (without limitation) interest portions and Recoveries;

"**Commingling Reserve Account Ledger**" means a ledger of the Issuer Account to which the Commingling Reserve Required Amount will be credited;

"**Commingling Reserve Reduction Amount**" means:

(a) on the Closing Date: zero, and

(b) on any Payment Date following the Closing Date, the product of:

(i) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date; and

(ii) the difference, if positive, of A less B where:

(A) is the result of (x) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date minus the Aggregate Outstanding Note Principal Amount of the Class A Notes on such Payment Date plus the amount standing to the credit of the Liquidity Reserve Account Ledger on such Payment Date, divided by (y) the Aggregate Outstanding Portfolio Principal Amount on the Cut-Off Date immediately preceding the relevant Payment Date; and

(B) 11 per cent.;

"**Commingling Reserve Required Amount**" means on the Closing Date and on any Payment Date an amount equal to the larger of zero and the sum of A and B minus C where:

A is the amount of the Collections scheduled for the period from the beginning of the relevant Collection Period immediately following the Cut-Off Date immediately preceding the Closing Date or relevant Payment Date (as applicable);

B is 0.25 per cent. of the Aggregate Outstanding Portfolio Principal Amount, as of the relevant Cut-Off Date immediately preceding the Closing Date or the relevant Payment Date; and

C is the Commingling Reserve Reduction Amount;

"**Commingling Reserve Excess Amount**" means, on any Payment Date, the amounts standing to the credit of the Commingling Reserve Account exceeding the Commingling Reserve Required Amount;

"**Common Safekeeper**" or "**CSK**" means the entity appointed by the ICSDs to provide safekeeping for the Class A Notes under the new global note structure;

"**Common Services Provider**" or "**CSP**" means the entity appointed by the ICSDs to provide asset servicing for the Class A Notes under the new global note structure;

"**Compartment**" means a compartment of the Issuer within the meaning of the Luxembourg Securitisation Law;

"**Compartment 2019-1**" means the Compartment of the Issuer created by a resolution of the board of directors of the Issuer on 19 February 2019;

"**Condition**" means a provision of the Terms and Conditions;

"**Conditions Precedent**" means the conditions set forth in schedule 1 (Conditions Precedent) of the Receivables Purchase and Servicing Agreement;

"**Confidential Data**" means any data protected by the Data Protection Rules;

"**Confidential Data Key**" means the application, code or device used to decrypt the Confidential Data and the Confidential Data Report as described in the Data Trust Agreement;

"**Confidential Data Report**" means the data files which contain all relevant and up-to-date information in order to ensure the determinability and enforceability of all Receivables purchased by the Issuer as well as any Lease Collateral furnished for this purpose, as the case may be, such as the complete names, addresses and (if any) fax and/or telephone numbers of the Lessees and identification numbers of the Leased Objects in form of annex 2 (Confidential Data Report) of schedule 2 (Form of Offer) of the Receivables Purchase and Servicing Agreement. The Confidential Data Report is encrypted by the Seller by using a minimum encryption method of AES 256-bit encryption or similar type of encryption type allowing the Seller to comply with the Data Protection Rules;

"**Corporate Services Agreement**" means the corporate services agreement originally dated 15 December 2015 and as amended on 15 July 2019 entered into between the Issuer and the Corporate Services Provider;

"**Corporate Services Provider**" means Intertrust (Luxembourg) S.à r.l.;

"**Credit and Collection Policy**" means the procedures generally applied by the Seller with respect to the origination and collection of Receivables as set forth in schedule 3 (Credit and Collection Policy) of the Receivables Purchase and Servicing Agreement (including any rules and guidelines of the Seller referenced therein) as updated from time to time in accordance with the Receivables Purchase and Servicing Agreement;

"**Credit Default Risk**" means the risk that a Lessee does not pay a payment obligation when due for reasons of Insolvency or other reasons related to creditworthiness (*Delkredererisiko*);

"**CRR Amending Regulation**" means Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending the CRR Regulation (as amended from time to time);

"**CRR**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (as amended from time to time);

"**CSSF**" means the *Commission de Surveillance du Secteur Financier of Luxembourg*;

"**Cut-Off Date**" means, in relation to the Closing Date, the Initial Cut-Off Date and means, in relation to a Payment Date, the sixth calendar day of the calendar month. The first Cut-Off Date following the Initial Cut-Off Date shall be 6 August 2019;

"**Damages**" means damages, losses, cost and expenses, including properly incurred legal fees and disbursements (including any applicable VAT);

"**Data Protection Rules**" means, collectively, the provisions of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the German Data Protection Amendment and Implementation Act (*Datenschutzanpassungs- und Umsetzungsgesetz*), the General Data Protection Regulation (*Datenschutzgrundverordnung*), the provisions of Circular 4/97 (*Rundschreiben 4/97*) of the German Federal Financial Supervisory Authority and the Luxembourg Act dated 1 August 2018 on the organisation of the National Commission for Data Protection (*Commission nationale pour la protection des données*) and the general data protection framework;

"**Data Trustee**" means Data Custody Agent Services B.V.;

"**Data Trust Agreement**" means the data trust agreement dated 15 July 2019 entered into between the Seller, the Issuer, the Data Trustee and the Trustee;

"**Data Release Event**" has the meaning ascribed to such term in clause 6 (Data Release Events) of the Data Trust Agreement;

"**Day Count Fraction**" means the actual number of days in the relevant Interest Period divided by 360;

"**Deemed Collection**" means the occurrence of one of the following events: if

(a) any Purchased Receivable is not an Eligible Receivable on the Initial Cut-Off Date, the Seller shall be deemed to have received as of such date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable;

(b) the Outstanding Principal Amount of a Purchased Receivable is reduced as a result of a Dilution, the Seller shall be deemed to have received upon becoming aware of such Dilution a Collection in the amount of such reduction;

(c) any Purchased Receivable is affected by any defences (*Einreden*) or objections (*Einwendungen*) or any other counter claims (*Gegenrechte*) of a Lessee as a consequence of the non-compliance of the Seller with its obligations as Servicer or any other obligations (including servicing and maintenance services) vis-à-vis the Lessee (irrespective of whether such Purchased Receivable is or becomes a Defaulted Receivable), the Seller or Servicer shall be deemed to have received on the relevant Cut-Off Date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable; or

(d) any of the Deutsche Leasing Representations and Warranties in respect of a Purchased Receivable proves at any time to have been incorrect when made, the Seller shall be deemed to have received on the relevant Cut-Off Date a Collection equivalent to the Outstanding Principal Amount of the respective Purchased Receivable;

"**Defaulted Receivables**" means a Receivable:

(a) in relation to which an Insolvency occurs with respect to the relating Lessee to the best of the Servicer's knowledge;

(b) which relates to a Lease Agreement which the Servicer has accelerated (*fälligstellen*) in accordance with the Credit and Collection Policy; or

(c) which has been written off by the Seller.

According to the Credit and Collection Policy, the servicing and the collection of the Receivables will generally be handed over to BHI if either of the events listed in paragraph (a), (b) or (c) as per above occurs;

"**Delinquent Lease Agreement**" means a Lease Agreement in respect of which the Lessee is in arrears for an amount exceeding EUR 100;

"**Delinquent Receivable**" means any Receivable relating to a Delinquent Lease Agreement (other than a Disputed Receivable or a Defaulted Receivable);

"**Deutsche Leasing**" means Deutsche Sparkassen Leasing AG & Co. KG;

"**Deutsche Leasing Representations and Warranties**" means the representations and warranties set out in schedule 5 (Deutsche Leasing Representations and Warranties) of the Master Framework Agreement;

"**Deutsche Leasing Covenants**" means the covenants set out in schedule 6 (Deutsche Leasing Covenants) of the Master Framework Agreement;

"**Dilution**" means any reduction of the Outstanding Principal Amount of a Purchased Receivable resulting from:

(a) any set-off by, or counterclaim of, the relevant Lessee against his payment obligation in respect of such Purchased Receivable; or

(b) any other reduction of the Outstanding Principal Amount, in each case unrelated to:

  (i) the payment for discharge of such Purchased Receivable; or

  (ii) the inability of the respective Lessee to pay the Purchased Receivable;

"**Discount Rate**" means 4 per cent. *per annum*;

"**Disputed Receivable**" means any Purchased Receivable in respect of which the relevant Lessee has raised objections (*Einwendungen*) or defences (*Einreden*) which:

(a) are not based on the fact that the Lessee is Insolvent; and

(b) have not been dismissed by final, non-appealable judgment (*rechtskräftiges Urteil*); for the avoidance of doubt, once a Receivable qualifies as Disputed Receivable, it is not a Defaulted Receivable;

"**Distribution Account Ledger**" means a ledger of the Issuer Account to which, among others, all Collections and Deemed Collections received by the Servicer in relation to the Purchased Receivables and in relation to a Collection Period will be transferred to the Issuer on the relevant Servicer Reporting Date or Payment Date (as the case may be);

"**EC Treaty**" means the Treaty on the Functioning of the European Union, originally named Treaty establishing the European Community (signed in Rome on 25 March, 1957), as amended by the Treaty on the European Union (signed in Maastricht on 7 February, 1992), as amended by the Treaty of Amsterdam (signed in Amsterdam on 2 November, 1997), as amended by the Treaty of Nice (signed in Nice on 26 February, 2001), as amended by the Treaty of Lisbon (signed in Lisbon on 13 December 2007);

"**Eligible Receivable**" means a Receivable that satisfies all of the Eligibility Criteria on the Initial Cut-Off Date to be eligible for acquisition by the Issuer pursuant to the Receivables Purchase and Servicing Agreement;

"**Eligible Swap Counterparty**" means any entity:

(a) having (i) the derivative counterparty long-term rating (or, in the absence of such a rating with respect to such entity, the long-term issuer default rating of at least "A" (or its equivalent) by Fitch, or (ii) the short term issuer default rating of at least "F1" (or its equivalent) by Fitch; and

(b) having either (i) the issuer credit rating or (ii) the resolution counterparty of at least A- by S&P;

"**Eligibility Criteria**" means as of the Initial Cut-Off Date, the following criteria must have been met by the Receivables to be eligible for acquisition by the Issuer pursuant to the Receivables Purchase and Servicing Agreement:

Receivables

(a) the Receivables are relating to

  (i) lease instalments with respect to Full-Payout Lease Agreements and Non-Full Payout Lease Agreements; or

  (ii) hire purchase instalments with respect to Hire Purchase Agreements;

(b) the Receivables do not relate to the leasing of software projects or to Leased Objects which are solely or predominantly consisting of software (software without hardware);

(c) the Receivables do not contain put option rights or any residual values (but, for the avoidance of doubt, may contain final payments (*Schlusszahlungen*));

(d) prior to the sale and assignment to the Issuer, the Seller solely holds full and unencumbered title to the Receivables;

(e) the Receivables are payable by direct debit;

(f) the Receivables do not relate to Lease Agreements with a floating interest rate;

(g) the Receivables are freely assignable (at least within the meaning of section 354a of the German Commercial Code (*Handelsgesetzbuch*)) and free of third party rights and are not subject to any set-off right, counterclaim or other defence (*Einrede oder Einwendung*);

(h) the Receivables may be segregated and identified for purposes of ownership and related Lease Collateral at any time;

(i) the Receivables are subject to German law and jurisdiction and are legally valid and binding and enforceable;

(j) the Receivables are denominated in an amount payable in EUR;

(k) in case of Receivables relating to hire purchase instalments, the requirements of section 107 of the German Insolvency Code (*Insolvenzordnung*) are satisfied;

(l) each of the Receivables relate to a Leased Object which is free from third party rights, whether preemptory or otherwise (*Einwendungen oder Einreden*) for the agreed term of the Lease Agreements, counterclaims or set off rights of the Lessees (including third party claims on the lease equipment, e.g. extended or regular retention of title (*verlängerter/einfacher Eigentumsvorbehalt*) and any other Security Interest (for the avoidance of doubt, other than the Trustee and the relevant beneficiaries under the Trust Agreement) and the Seller may therefore freely dispose of the Leased Objects;

(m) the Receivables are neither Defaulted Receivables, Delinquent Receivables nor Disputed Receivables;

(n) each Receivable has a remaining term of at least 12 months and of not more than 84 months on the Initial Cut-Off Date;

(o) the Receivables were generated in the relevant Originator's and Seller's ordinary course of business in accordance with the relevant Originator's underwriting standards and the Seller's Credit and Collection Policy that are no less stringent than those that the relevant Originator or the Seller at the time of origination to similar exposures that are not sold to the Issuer;

Lease Agreements

(p) at least one lease instalment and (as the case may be) the initial lease payment (*Leasingsonderzahlung*) (if any) has become due and has been paid in respect of each of the Lease Agreements;

(q) the Lease Agreements are legally valid, binding and enforceable;

(r) the Lease Agreements and the Receivables provide for monthly instalment payments;

(s) the Lease Agreements are neither terminated nor, to the best knowledge of the Lessor, was termination threatened to the Lessee;

(t) the Receivable relates to a Leased Object which relating Lease Agreement obliges the Lessee to adequately and appropriately insure the Leased Object for the time of the Lease Agreement (in particularly full property insurance (*Vollkaskoversicherung*) for vehicles);

Leased Objects

(u) the Leased Objects under the Lease Agreements are existing;

(v) the acquisition of the Leased Object by the Seller is financed in compliance with the requirements of section 108 subsection 1 sentence 2 of the German Insolvency Code (*Insolvenzordnung*);

(w) in relation to the Leased Object, the Seller can freely dispose over it and that there are no conflicting third party rights (save for any rights of the Lessee under the relating Lease Agreement);

(x) the Leased Object to the extent that it is a mobile object was delivered to an address in Germany;

(y) the Leased Object to the extend it is a vehicle, such vehicle is registered to the extent this is required in Germany;

Lessees

(z) the Lessees are merchants (*Kaufmann*) having their place of residence in Germany and the Lessees are classified as private sector non-financial corporations or natural persons; none of the Lessees is a consumer (*Verbraucher*) within the meaning of section 13 of the German Civil Code;

(aa) none of the Lessees is an affiliate of the Seller within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*);

(bb) the Seller has not commenced enforcement measures against the relevant Lessee;

(cc) the relevant Lessee has its registered address or seat in Germany;

(dd) the Receivables shall be transferred to the Issuer after selection without undue delay and shall not include, at the time of selection, Receivables in default within the meaning of article 178(1) of Regulation (EU) No 575/2013 or Receivables to a credit-impaired Lessee, who, to the best of the Seller's knowledge:

(i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debtrestructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the Receivables to the Issuer;

(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Seller; or

(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitised; and

(ee) the relevant Lessee has an internal rating by the Seller of 12 or better;

"**Enforcement Event**" means the event that an Issuer Event of Default has occurred and the Trustee has served an Enforcement Notice upon the Issuer;

"**Enforcement Notice**" means a notice to be delivered by the Trustee to the Issuer upon the occurrence of an Issuer Event of Default pursuant to the terms of the Trust Agreement declaring the Notes to be due and repayable and the Issuer Security to be enforceable;

"**Enforcement Proceeds**" means any proceeds received by the Trustee from any enforcement of the Security Interest over the Issuer Security in accordance with the provisions of the Trust Agreement;

"**English Security Deed**" means the English law governed security deed creating security over the rights of the Issuer against the Swap Counterparty;

"**EU**" means the European Union;

"**EU Risk Retention Requirements**" means article 6(3)(d) of the Securitisation Regulation, including any implementing regulation, technical standards and official guidance published in connection therewith;

"**EU Transparency Requirements**" means the disclosure requirements set out in article 7(1) of the Securitisation Regulation in connection with article 43(8) of the Securitisation Regulation, including

any implementing regulation, technical standards and official guidance published in connection therewith;

"**EURIBOR**" (Euro Interbank Offered Rate) means

(a) for the first Class A Notes Interest Period, the quotation (expressed as a percentage rate *per annum*) which is the result of the straight-line interpolation between (y) the rate for deposits in Euro for a period of one month and (z) the rate for deposits in Euro for a period of three months which appear on the Reuters screen page EURIBOR1MD (the "**Screen Page**") as of 11:00 a.m. (Brussels time) on the first Interest Determination Date; and

(b) for any Class A Notes Interest Period thereafter, the offered quotation (expressed as a percentage rate *per annum*) for deposits in Euro for a period of one month for the relevant Class A Notes Interest Period which appears on the Reuters screen page EURIBOR1MD (the "**Screen Page**") as of 11:00 a.m. (Brussels time) on the relevant Interest Determination Date; or

(c) if the relevant Screen Page is not available or if no such quotation appears thereon, (a) in each case as at such time, and an Alternative Base Rate has not been determined, the Interest Determination Agent shall determine EURIBOR on the basis of such other screen rate the Interest Determination Agent shall determine in good faith. If the Interest Determination Agent cannot determine EURIBOR on the basis of such other screen rate in good faith, the Interest Determination Agent shall request the principal Euro-zone office of not less than four of the banks (the "**Reference Banks**") whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page to provide the Interest Determination Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in Euro for the relevant Interest Period to leading banks in the interbank market of the Eurozone at approximately 11.00 a.m. (Brussels time) on the second Business Day prior to the commencement of the relevant Interest Period. If two or more of the Reference Banks provide the Interest Determination Agent with such offered quotations, EURIBOR for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Interest Determination Agent.

If on any second Business Day prior to the commencement of the relevant Interest Period only one or none of the Reference Banks provides the Interest Determination Agent with such offered quotations as provided in the preceding paragraph, EURIBOR for the relevant Class A Notes Interest Period shall be the rate *per annum* which the Interest Determination Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Interest Determination Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the second Business Day prior to the commencement of the relevant Interest Period, deposits in Euro for the relevant Interest Period by leading banks in the interbank market of the Euro-zone or, if fewer than two of the Reference Banks provide the Interest Determination Agent with such offered rates, the offered rate for deposits in Euro for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in Euro for the relevant Interest Period, at which, on the second Business Day prior to the commencement of the relevant Interest Period, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the Interest Determination Agent suitable for such purpose) inform(s) the Interest Determination Agent it is or they are quoting to leading banks in the interbank market of the Euro-zone (or, as the case may be, the quotations of such bank or banks to the Interest Determination Agent). If EURIBOR cannot be determined in accordance with the foregoing provisions of this paragraph, EURIBOR shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the second Business Day prior to the commencement of the relevant Interest Period on which such quotations were offered;

(d) an alternative base rate which is determined subject to and in accordance with the following provisions:

(i) The Servicer may, at any time, request the Issuer to agree, without the consent of the Class A Noteholders, to amend the EURIBOR as referred to in Condition (4.2) (Interest Rate) of the Class A Terms and Conditions (any such amended rate, an "**Alternative Base Rate**") and make such other related or consequential amendments as are necessary or advisable in order to facilitate such change, in particular to Condition (4.2) (Interest Rate) of the Class A Terms and Conditions, (a "**Base Rate Modification**") provided that the following conditions are satisfied:

(A) the Servicer, on behalf of the Issuer, has provided the Class A Noteholders and the Swap Counterparty with at least 30 calendar days' prior written notice of any such proposed Base Rate Modification in compliance with Condition 14 (Form of Notices) Class A Terms and Conditions and has certified to the Class A Noteholders and the Swap Counterparty in such notice (such notice being a "**Base Rate Modification Certificate**") that:

(1) such Base Rate Modification is made due to:

(a) a prolonged and material disruption to the EURIBOR, a material change in the methodology of calculating the EURIBOR or the EURIBOR ceasing to exist or be published; or

(b) a public statement by the EURIBOR administrator that it will cease publishing the EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of the EURIBOR); or

(c) a public statement by the supervisor of the EURIBOR administrator that the EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or

(d) a public statement by the supervisor of the EURIBOR administrator that means the EURIBOR may no longer be used or that its use is or will be subject to restrictions or adverse consequences; or

(e) the reasonable expectation of the Servicer that any of the events specified in sub-paragraphs (a), (b), (c) or (d) above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(2) such Alternative Base Rate is:

(a) a base rate published, endorsed, approved or recognised by the European Central Bank, any regulator in Germany or the EU or any stock exchange on which the Class A Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing); or

(b) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or

(c) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is an Affiliate of the Originator; or

(d) such other base rate as the Servicer reasonably determines;

(B) the Rating Agencies have been notified of such proposed Base Rate Modification and, based on such notification, the Servicer is not aware that the

then current ratings of the Class A Notes would be adversely affected by such Base Rate Modification; and

(C) the Seller has accepted to bear all fees, costs and expenses (including legal fees) incurred by the Issuer or any other party to the Transaction Documents in connection with such Base Rate Modification.

(ii) Notwithstanding paragraph (d)(i) above, no Base Rate Modification will become effective if, within 30 days of the delivery of the Base Rate Modification Certificate, (i) the Swap Counterparty does not consent to Base Rate Modification (ii) or Class A Noteholders representing at least 10 per cent. of the Outstanding Note Principal Amount of the Class A Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable ICSD through which the Class A Notes are held) that they do not consent to the Base Rate Modification. Objections made in writing other than through the applicable Clearing System must be accompanied by evidence (having regard to prevailing market practices) of the relevant Class A Noteholder's holding of the Class A Notes.

(iii) The Servicer on behalf of the Issuer will notify the Class A Noteholders, the Rating Agencies, the Paying Agent, the Interest Determination Agent, the Cash Administrator and the Swap Counterparty on the date when the Base Rate Modification takes effect in compliance with Condition 14 (Form of Notices) of the Class A Terms and Conditions;

"**Euroclear**" means Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and any successor thereto;

"**European Union**" means the union of countries established under the EC Treaty;

"**Eurozone**" means the region comprising member states of the European Union that have adopted the single currency, the euro, in accordance with the EC Treaty;

"**Excess Value**" means on any Payment Date, (i) with respect to the Pre-Enforcement Priority of Payments, the remaining amount of the Available Distribution Amount after payment of the amounts under items (a) to (m) of the Pre-Enforcement Priority of Payments to be paid to the Seller and (ii) with respect to the Post-Enforcement Priority of Payments, the remaining amount of the Available Distribution Amount after payment of the amounts under items (a) to (l) of the Post-Enforcement Priority of Payments to be paid to the Seller;

"**Final Discharge Date**" means the earlier of (i) the Payment Date on which a repurchase of the entire Portfolio and the Lease Collateral is effected pursuant to clause 12 (Repurchase Option upon the occurrence of a Repurchase Event) of the Receivables Purchase and Servicing Agreement and with the consent of the Trustee pursuant to clause 10 (Trustee's Consent to Repurchases and Reassignments) of the Trust Agreement and (ii) date on which the Issuer has finally discharged its obligations towards its creditors under the Transaction Documents (including by operation of any limited recourse, no petition and limited liability provisions contained in the Transaction Documents);

"**Final Maturity Date**" means the date on which the Notes become due and payable which shall be the Payment Date falling in September 2029;

"**Fitch**" means Fitch Deutschland GmbH or its affiliate and its successors;

"**Full Payout Lease Agreement**" means lease agreements entered into between an Originator and a Lessee (including, for the avoidance of doubt, the schedules of a full payout lease agreements, e.g. the general terms and conditions (*Allgemeine Geschäftsbedingungen*)) whereby the aggregate amount of all lease instalments cover the acquisition cost of the Leased Object;

"**German Civil Code**" means the civil code (*Bürgerliches Gesetzbuch*) of Germany, as amended or restated from time to time;

"**German Security**" means the security created under the Trust Agreement in order to secure the Issuer Secured Obligations;

"**German Transaction Documents**" means the Account Bank Agreement, the Agency Agreement, the Cash Administration Agreement, the Data Trust Agreement, the Master Framework Agreement, the Netting Agreement, the Note Purchase Agreement, the Receivables Purchase and Servicing Agreement, the Subordinated Loan Agreement, the Subscription Agreement, the Trust Agreement, the Terms and Conditions and the ICSDS Agreement, and in relation to the agreements specified above, any fee letter relating thereto or issued thereunder governed by German law;

"**Germany**" means the Federal Republic of Germany;

"**General Data Protection Regulation**" or "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"**Global Note**" means the global bearer note issued under the new global note structure (NGN) for the Class A Notes;

"**Hire Purchase Agreement**" means a hire purchase agreement (*Mietkaufvertrag*) entered into between an Originator and a Lessee (including, for the avoidance of doubt, the schedules of a hire purchase agreement (*Mietkaufvertrag*), e.g. the general terms and conditions (*Allgemeine Geschäftsbedingungen*));

"**ICSDs Agreement**" means the ICSDs agreement entered into by the Issuer and the ICSDs before the Class A Notes will be accepted by the ICSDs to be held under the new global note structure (NGN);

"**Initial Cut-Off Date**" means 24 June 2019;

"**Initial Outstanding Note Principal Amount**" means (i) in respect of the Class A Notes an amount equal to EUR 100,000 for each Class A Note and (ii) in respect of the Class B Note an amount equal to EUR 78,800,000;

"**Insolvency Regulation**" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast);

"**Insolvent**" means with respect to a Person the occurrence and continuation of an Insolvency Event;

"**Insolvency Event**" means in relation to any Person:

(a) that the relevant Person is either:

(i) unable to fulfil its payment obligations as they become due (including, without limitation, *Zahlungsunfähigkeit* pursuant to section 17 German Insolvency Code (I*nsolvenzordnun*g – the "**InsO**")), or

(ii) is presumably unable to pay its debts as they become due (including, without limitation, *drohende Zahlungsunfähigkeit* pursuant to section 18 InsO), or

(b) that the liabilities of that Person exceed the value of its assets (including, without limitation, *Überschuldung* pursuant to section 19 InsO), or

(c) an application which is not manifestly unfounded for the opening of insolvency, liquidation, composition or other proceedings with respect to such Person's assets has been filed or will be filed shortly (including the order to provide for security measures within the meaning of section 21 InsO or similar measures under another relevant jurisdiction); or

(d) that the respective Person enters into a voluntary arrangement with its creditors (*Moratorium*),

(e) that insolvency proceedings against the assets of such Person are dismissed by for lack of assets: or

(f) that the Person is declared to be insolvent under any law other than German law;

"**Interest Amount**" means the Class A Interest Amount and/or the Class B Interest Amount;

"**Interest Determination Date**" means the second Business Day prior to the first day of the relevant Interest Period;

"**Interest Period**" each period (i) from and including the Closing Date to but excluding the first Payment Date and (ii) thereafter from and including a Payment Date to but excluding the next following Payment Date provided that the last Interest Period shall end on (but exclude) the Final Maturity Date or, if earlier, the Payment Date (excluding) on which all Classes of Notes are redeemed in full;

"**International Central Securities Depositary**" or "**ICSD**" means Clearstream Banking S.A. or Euroclear, and "ICSDs" means both Clearstream Banking S.A. and Euroclear collectively;

"**Interest Determination Agent**" means Elavon Financial Services DAC;

"**Interest Shortfall**" means with regard to a Note accrued interest not paid on any Payment Date related to the Interest Period in which it accrued, including but not limited to any accrued interest resulted from correction of any miscalculation of interest payable on a Note;

"**Investor Report**" means the investor report to be prepared by the Cash Administrator on behalf of the Issuer in accordance with the Cash Administration Agreement being in the form of schedule 1 (Form of Investor Report) of the Cash Administration Agreement;

"**Investor Reporting Date**" means the Business Day falling two Business Days prior to the relevant Payment Date. The first Investor Reporting Date shall be 20 August 2019;

"**Ireland**" means Republic of Ireland;

"**Irish Security Deed**" means the Irish law governed security deed creating security over, among others, the Transaction Accounts;

"**ISIN**" means the international securities identification number pursuant to the ISO - 6166 Standard;

"**ISO**" means the International Organisation for Standardisation;

"**Issuer**" means Limes Funding S.A., acting on behalf and for the account of its Compartment 2019-1;

"**Issuer Account**" means the bank account of the Issuer held with the Account Bank with the following details: IBAN: IE64USBK93034573468401 and BIC: USBKIE22;

"**Issuer Covenants**" means the covenants of the Issuer given under schedule 4 (Issuer Covenants) of the Master Framework Agreement;

"**Issuer Event of Default**" means any of the following:

(a) the Issuer becomes Insolvent;

(b) the Issuer fails to make the payment of interest on any Payment Date (and such default is not remedied within two Business Days of its occurrence) or the payment of principal on the Final Maturity Date (and such default is not remedied within two Business Days of its occurrence) in each case in respect of the most senior Class of Notes outstanding on any Payment Date;

(c) the Issuer fails to perform or observe any of its other material obligations under the Terms and Conditions or the Transaction Agreements and such failure is (if capable of remedy) not remedied within 30 Business Days following written notice from the Trustee; or

(d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, or any Transaction Agreement;

"**Issuer Obligations**" means the obligations of the Issuer to the Noteholders under the Notes and to the other Beneficiaries under the Transaction Documents;

"**Issuer Representations and Warranties**" means the representations and warranties of the Issuer given under schedule 3 (Issuer Representations and Warranties) of the Master Framework Agreement;

"**Issuer Secured Obligations**" means the Trustee Claim;

"**Issuer Security**" means the German Security and the English Security;

"**Issuer Standard of Care**" means the standard of care (*Sorgfaltspflicht*) which is only violated in case of gross negligence (*grobe Fahrlässigkeit*), wilful misconduct (*Vorsatz*) or fraud (*Betrug*);

"**Issuer's Pro Rata Share**" means the ratio calculated as (i) the Outstanding Principal Amount of a Defaulted Receivable calculated on the Cut-Off Date immediately prior to the relevant Purchased Receivable becoming a Defaulted Receivable and (ii) the sum of (a) the Outstanding Principal Amount of such Defaulted Receivable calculated on the Cut-Off Date immediately prior to the relevant Purchased Receivable becoming a Defaulted Receivable and (b) the corresponding discounted non-securitised residual value using a discount rate equal to the Discount Rate calculated as of the Cut-Off Date immediately prior to the relevant Purchased Receivable becoming a Defaulted Receivable;

"**Joint Lead Managers**" means Landesbank Baden-Württemberg and Société Générale S.A. and "**Joint Lead Manager**" means each of them;

"**Lease Agreement**" means the Full Payout Lease Agreements, the Non-Full Payout Lease Agreements and the Hire Purchase Agreements;

"**Lease Collateral**" shall have the meaning ascribed to such term in clause 2.3 of the Receivables Purchase and Servicing Agreement;

"**Leased Object**" means mobile objects (construction machinery, vehicles and other equipment) leased by the relevant Originator to a Lessee under a Lease Agreement;

"**Lessee**" means a lessee under a Lease Agreement;

"**Lessee Notification Event**" means the revocation of the Collection Authority in accordance with clause 7.16 (Revocation of Collection Authority; Consequences of Revocation of Collection Authority) of the Receivables Purchase and Servicing Agreement;

"**Lessee Notification Event Notices**" means the notices in the format set out in schedule 4 (Form of Lessee Notification Event Notice and PoA) of the Receivables Purchase and Servicing Agreement;

"**Liquidity Reserve Account Ledger**" means a ledger of the Issuer Account to which the Liquidity Reserve Required Amount will be credited;

"**Liquidity Reserve Required Amount**" means:

(a) in respect of the Closing Date EUR 3,750,000;

(b) in respect of any Payment Date:

(i) as long as the Aggregate Outstanding Portfolio Principal Amount is larger than zero on the Cut-Off Date preceding such Payment Date EUR 3,750,000; and

(ii) otherwise zero (EUR 0).

Notwithstanding anything to the contrary contained in the paragraph above, on the Payment Date on which the Class A Notes are repaid in full, zero (EUR 0).

"**Luxembourg**" means the Grand Duchy of Luxembourg;

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

"**Luxembourg Stock Exchange**" means Société de la Bourse de Luxembourg;

"**Manager**" means Bayerische Landesbank;

"**Managers**" mean, collectively, the Joint Lead Managers and the Manager;

"**Mandate**" means the account mandate agreement entered into by the Issuer and the Account substantially in the form of schedule 1 (Form of Mandate of the Account Bank Agreement);

"**Master Framework Agreement**" means the master framework agreement dated 15 July 2019 entered into between, among others, the Issuer, the Seller, the Joint Lead Managers, the Trustee, the Agents, the Data Trustee and the Corporate Services Provider;

"**Material Adverse Effect**" means, in respect of a party, a material adverse effect on:

(a) such party or the business, assets or financial condition of such party;

(b) the ability of such party to perform its obligations under any of the Transaction Documents to which it is, or will be, a party; or

(c) the legality, validity or enforceability of any Transaction Document in a manner which is prejudicial in any material respect to the interests of any of the beneficiaries;

"**Member States**" means, as the context may require, a member state of the European Union or of the European Economic Area;

"**Net Swap Payments**" means the maximum of:

(a) zero; and

(b) the difference calculated as

(i) the amounts due by the Issuer to the Swap Counterparty, other than amounts in connection with a termination of the Swap; minus

(ii) the amounts due by the Swap Counterparty to the Issuer, other than amounts in connection with a termination of the Swap,

in each case excluding Swap Collateral for the benefit of the Issuer;

"**Net Swap Receipts**" means the maximum of:

(a) zero; and

(b) the difference calculated as:

(i) the amounts due by the Swap Counterparty to the Issuer, other than amounts in connection with a termination of the Swap; minus

(ii) the amounts due by the Issuer to the Swap Counterparty, other than amounts in connection with a termination of the Swap,

in each case excluding Swap Cash Collateral for the benefit of the Issuer;

"**Netting Agreement**" means the netting agreement dated 15 July 2019 entered into between the Issuer and the Managers;

"**Non-Full Payout Lease Agreements**" means lease agreements entered into between an Originator and a Lessee (including, for the avoidance of doubt, the schedules of a non-full payout lease agreements, e.g. the general terms and conditions (*Allgemeine Geschäftsbedingungen*)) whereby the aggregate amount of all lease instalments do not cover the acquisition cost of the Leased Object;

"**Notes**" means the Class A Notes and the Class B Note, collectively;

"**Notified Amount**" means the amounts due and payable in respect of the Notes on each Payment Date;

"**Note Purchase Agreement**" means the note purchase agreement dated 15 July 2019 entered into between the Class B Note Purchaser, the Issuer, the Registrar and the Trustee;

"**Noteholders**" means, collectively, the Class A Noteholders and the Class B Note Purchaser and "Noteholder" means each of them;

"**Offer**" or "**Offer for Purchase of Receivables**" has the meaning defined in clause 2.1 (Offer) of the Receivables Purchase and Servicing Agreement;

"**Offer Letter**" means the letter of offer pursuant to the schedule 2 (Form of Offer Letter) of the Receivables Purchase and Servicing Agreement;

"**Originator 1**" means Deutsche Leasing International GmbH;

"**Originator 2**" means Deutsche Leasing für Sparkassen und Mittelstand GmbH;

"**Originators**" means, collectively, the Originator 1 and the Originator 2;

"**Outstanding Note Principal Amount**" means with respect to any date the amount of any Note (rounded, if necessary, to the nearest EUR 0.01, with EUR 0.005 being rounded upwards) equal to the Initial Outstanding Note Principal Amount of such Note on the Closing Date as reduced by all principal amounts paid on such Note in accordance with the applicable Priority of Payments prior to such date;

"**Outstanding Principal Amount**" means on any Cut-Off Date with respect to any Purchased Receivable the sum of the contractual future cash flows under such Purchased Receivable discounted at a rate equal to the Discount Rate (for the avoidance of doubt, without the VAT Components) plus any principal amount which is overdue resulting from Delinquent Receivables;

"**Paying Agent**" means Elavon Financial Services DAC;

"**Payment Date**" means the 22nd calendar day of each calendar month, subject to the Business Day Convention. The first Payment Date shall be 22 August 2019;

"**Person**" means any individual, partnership with legal capacity, company, body corporate, corporation, trust (only insofar as such trust has legal capacity), joint venture (insofar as it has legal capacity), governmental or government body or agent or public body;

"**Portfolio**" means, at any time, all Purchased Receivables (including the Ancillary Rights);

"**Post-Enforcement Priority of Payments**" means the payment order as set forth in Condition 8.2 (Priority of Payments after the occurrence of an Enforcement Event);

"**Pre-Enforcement Priority of Payments**" means the payment order as set forth in 8.1 (Priority of Payments prior to the occurrence of an Enforcement Event);

"**Priority of Payments**" means the Pre-Enforcement Priority of Payments and/or the Post-Enforcement Priority of Payments;

"**Prospectus**" means the prospectus dated on or about the Signing Date and prepared in connection with the issue by the Issuer of the Class A Notes;

"**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (as amended);

"**Purchase Price**" means the Aggregate Outstanding Portfolio Principal Amount as of the Initial Cut-Off Date; being EUR 749,999,999.58;

"**Purchased Receivable**" means the Receivables purchased by the Issuer from the Seller on the Closing Date under the Receivables Purchase and Servicing Agreement;

"**Rating Agencies**" means Fitch and S&P;

"**Receivables**" means the portion of the still outstanding, ongoing, lease instalments which have accrued or will accrue under a Lease Agreements during the respective lease period and which are allocable to the consideration paid for the custodial use of the Leased Object (including Termination

Payments and, for the avoidance of doubt, instalment, compensation and damage payment obligations, and excluding, for the avoidance of doubt, residual values, maintenance services (if any), insurance services (if any) and the VAT Components);

"**Receivables Purchase and Servicing Agreement**" means receivables purchase and servicing agreement dated 15 July 2019 and entered into between the Seller, the Issuer, the Back-Up Servicer Facilitator and the Trustee;

"**Recoveries**" means in relation to a Collection Period any collections after the relevant Purchased Receivable has become a Defaulted Receivable and the Issuer's Pro Rata Share of any proceeds received from the realisation of the Lease Collateral (including the realisation of a Leased Object) after the relevant Purchased Receivable has become a Defaulted Receivable during such Collection Period. For the avoidance of doubt, Recoveries do not include the VAT Components;

"**Registrar**" means Elavon Financial Services DAC;

"**Relevant Asset**" means any Purchased Receivable (together with the Ancillary Rights) and any Lease Collateral;

"**Relevant Records**" means any records in relation to a Receivable, the Lease Collateral and the Ancillary Rights;

"**Repurchase Agreement**" has the meaning given to this term in schedule 7 (Form of Repurchase Agreement) of the Receivables Purchase and Servicing Agreement;

"**Repurchase Event**" means any of the following:

(a) on any Cut-Off Date, the Aggregate Outstanding Portfolio Principal Amount represents less than 10 per cent. of the Aggregate Outstanding Portfolio Principal Amount as of the Initial Cut-Off Date (Clean-Up Call); or

(b) any change in the laws of the Federal Republic of Germany or the official interpretation or application of such laws occurs which becomes effective on or after the Closing Date and which, for reasons outside the control of the Seller and/or the Issuer:

(i) would restrict the Issuer from performing any of its material obligations under any Note; or

(ii) would oblige the Issuer to make any tax withholdings or deductions for reasons of tax in respect of any payment on the Notes or any other obligation of the Issuer under the Transaction Document (in particular, but not limited to, financial transaction tax);

"**Repurchase Notice**" means a written notice of the Seller to the Issuer (with a copy to the Trustee) on the exercise of a repurchase option in accordance with clause 12 (Repurchase Options of the Seller upon the Occurrence of a Repurchase Event) of the Receivables Purchase and Servicing Agreement.

"**Repurchase Price**" means the repurchase price to be paid by the Seller to the Issuer in respect of each Purchased Receivable which shall be repurchased pursuant to clause 12 (Repurchase Options of the Seller upon the Occurrence of a Repurchase Event) which is equal to the Outstanding Principal Amount of such Purchased Receivable;

"**Repurchased Receivables**" means any Purchased Receivable which is repurchased in accordance with the Receivables Purchase and Servicing Agreement;

"**Required Principal Redemption Amount**" means on each Payment Date prior to an Enforcement Event, an amount equal to the difference of:

(a) the Aggregate Outstanding Note Principal Amount of all Notes on the Payment Date immediately preceding such Payment Date (or in case of the first Payment Date, the Closing Date); and

(b) the Aggregate Outstanding Portfolio Principal Amount of the Purchased Receivables on the Cut-Off Date immediately preceding such Payment Date;

"**Retained Risk**" has the meaning ascribed to such term in clause 8.1(a)(i) of the Subscription Agreement;

"**S&P**" means S&P Global Ratings Europe Limited (Niederlassung Deutschland) and any successor to the debt rating business thereof;

"**Sanctioned Person**" means any Person who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (i) owned or controlled directly or indirectly by any Person which is a designated target of Sanctions, or (ii) organised under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions), provided that notwithstanding the above, this shall not apply to the Issuer or any other Person which is a German resident as defined in section 2 (15) of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) or a EU person or entity as defined in article 11 of EU Regulation (EC) No. 2271/96 in so far as it would result in (i) any violation of, conflict with or liability under EU Regulation (EC) No. 2271/96 or (ii) a violation or conflict with section 7 of the German Foreign Trade Order (*Außenwirtschaftsverordnung*) (in connection with section 4 of the German Foreign Trade Law (*Außenwirtschaftsgesetz*) or a similar anti-boycott statute;

"**Sanctions**" means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following):

(a) the United Nations;

(b) the United States of America; or

(c) the European Union or any present or future member state thereof,

provided that notwithstanding the above, this shall not apply to the Issuer or any other Person which is a German resident as defined in section 2 (15) of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) or a EU person or entity as defined in article 11 of EU Regulation (EC) No. 2271/96 in so far as it would result in (i) any violation of, conflict with or liability under EU Regulation (EC) No. 2271/96 or (ii) a violation or conflict with section 7 of the German Foreign Trade Order (*Außenwirtschaftsverordnung*) (in connection with section 4 of the German Foreign Trade Law (*Außenwirtschaftsgesetz*) or a similar anti-boycott statute;

"**Securitisation Framework**" means the Securitisation Regulation and the CRR Amending Regulation;

"**Securitisation Regulation**" means the Regulation (EU) 2017/2402 of the European Parliament and of the Council laying down common rules on securitisation and creating a European framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/38EC, 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012;

"**Security Interest**" means any pledge, lien, charge, assignment or security interest or other agreement or arrangement having the effect of conferring security;

"**Seller Account**" means the bank account held with Landesbank Hessen-Thüringen Girozentrale in the name of the Seller with IBAN: DE39500500000014200000 and BIC: HELADEFFXXX;

"**Senior Person**" means any shareholder, member, executive, officer and/or director of the relevant Person;

"**Servicer**" means Deutsche Sparkassen Leasing AG & Co. KG;

"**Servicer Report**" means an electronic report on the performance of the Purchased Receivables covering the Collection Period immediately preceding the actual Servicer Reporting Date and containing information as further set out in the Receivables Purchase and Servicing Agreement, substantially in the form as set out in schedule 5 (Form of Servicer Report) to the Receivables Purchase and Servicing Agreement;

"**Servicer Reporting Date**" means the Business Day falling four Business Days prior to the relevant Payment Date. The first Servicer Reporting Date shall be 16 August 2019;

"**Servicer Termination Event**" means any of the following circumstances:

(a) the Seller or the Servicer is Insolvent;

(b) the Seller or the Servicer fails to make any payment or deposit required by the terms of a Transaction Agreement within five Business Days of the date such payment or deposit is required to be made;

(c) the Seller or the Servicer fails to perform any of its material obligations under the Receivables Purchase and Servicing Agreement (other than a payment or deposit required), and such breach, if capable of remedy, is not remedied within 30 Business Days after receipt of a written notice from the Issuer or the Trustee by the Servicer; or

(d) any representation or warranty in the Receivables Purchase and Servicing Agreement or in any report provided by the Seller or the Servicer is materially false or incorrect, and such inaccuracy, if capable of remedy, is not remedied within 30 Business Days after receipt of a written notice from the Issuer or the Trustee by the Servicer and has a Material Adverse Effect in relation to the Issuer;

"**Services**" means the services to be rendered by the Servicer to the Issuer under the Receivables Purchase and Servicing Agreement;

"**Servicing Fee**" means the consideration for the Services payable by the Issuer to the Servicer under (or in connection with) the Receivables Purchase and Servicing Agreement or as the case may to the Back-Up Servicer under a back-up servicing agreement;

"**Signing Date**" means 15 July 2019;

"**Standard of Care**" means the standard of care (*Sorgfaltspflicht*) which is violated in case of negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) or fraud (*Betrug*);

"**Statutory Claims**" means the following statutory claims:

(a) any taxes payable by the Issuer to the relevant tax authorities;

(b) any amounts, which are due and payable by the Issuer to the insolvency administrator of the Issuer or the court appointing and/or administrating such insolvency administrator; and

(c) (any amounts (including taxes) which are due and payable to any person or authority by law;

"**Subordinated Lender**" means Deutsche Sparkassen Leasing AG & Co. KG;

"**Subordinated Loan**" means the subordinated loan granted by the Subordinated Lender to the Issuer as borrower under the Subordinated Loan Agreement;

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated 15 July 2019 entered into between the Issuer as borrower and the Subordinated Lender;

"**Subordinated Loan Amount**" means EUR 3,750,000;

"**Subordinated Loan Interest**" has the meaning ascribed to such term in clause 3.2 of the Subordinated Loan Agreement;

"**Subordinated Loan Interest Shortfall Amount**" has the meaning ascribed to such term in clause 3.3 of the Subordinated Loan Agreement;

"**Subordinated Loan Redemption Amount**" means on any Payment Date prior to an Enforcement Event, the difference between:

(a) the Liquidity Reserve Required Amount on the previous Payment Date (or in case of the first Payment Date, on the Closing Date); and

(b) the Liquidity Reserve Required Amount on the current Payment Date;

"**Subordinated Swap Amount**" means any amount due by the Issuer to the Swap Counterparty under the Swap Agreement upon the termination of the Swap Agreement in circumstances where the Swap Counterparty is the defaulting party (as defined in the Swap Agreement) or where there has been a termination of the Swap Agreement due to a termination event with the Swap Counterparty being the affected party (as defined in the Swap Agreement) due to a downgrade of the Swap Counterparty and any other amount payable to the Swap Counterparty under the Swap Agreement;

"**Subscription Agreement**" means the subscription agreement dated 15 July 2019 entered into between the Issuer, the Seller, the Class B Note Purchaser and the Managers;

"**Suitable Entity**" means, an entity which (i) is located in Germany, (ii) is authorised and experienced in the field of business it is required to operate as Back-Up Servicer and (iii) is capable of performing as Back-Up Servicer;

"**Swap Agreement**" means a swap agreement dated on or about 15 July 2019 between the Issuer and the Swap Counterparty pursuant to the 2002 ISDA Master Agreement and a rating agency compliant Schedule (including the related Credit Support Annex) and Confirmation (such confirmation executed on or about 15 July 2019 with trade date 11 July 2019 and effective date 17 July 2019);

"**Swap Cash Collateral Account**" means the bank account of the Issuer held with the Account Bank with the following details: IBAN: IE37USBK93034573468402 and BIC: USBKIE22;

"**Swap Cash Collateral**" means the collateral to be provided from time to time by the Swap Counterparty to the Issuer in accordance with the Swap Agreement;

"**Swap Counterparty**" means DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main;

"**Swap Termination Payment**" means any netted amounts due by the Issuer under the Swap Agreement following a close out netting under clause 6(e) of the ISDA master agreement forming part of the Swap Agreement;

"**TARGET2 Day**" means a day on which the TARGET2 System is open for settlement of payments in Euro;

"**TARGET2 System**" means the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) System;

"**Tax**" means any public charge (*Abgabe*) and ancillary obligation (*steuerliche Nebenleistung*) regardless of how collected as well as any stamp duty, sales, exercise, registration and other tax (including value added tax, income tax (other than the income tax payable by the Issuer), duties and fees due and payable in connection with the Transaction Documents or the transactions envisaged therein;

"**Tax Event**" means:

(a) the Issuer is required by the laws of the Grand Duchy of Luxembourg to withhold or deduct an amount in respect of any taxes from any payment of principal of, interest on, or any other amount payable in respect of the Notes;

(b) the Issuer is required by the laws of Germany to withhold, deduct or pay any corporate taxes, corporate income taxes, trade taxes or other taxes (for which no indemnification, reserve or deduction exists); or

(c) the Issuer determines that income earned on any of the Transaction Accounts or any sum received or receivable by it pursuant to the Transaction Documents is subject to deduction or

withholding for or on account of any tax, duty, assessment or other governmental charge or is otherwise subject to taxation in Luxembourg or Germany,

provided that such event as set out in items (a) and (b) above has, in the professional judgement of the Trustee, a material adverse effect on the Issuer (for the avoidance of doubt, a Tax Event is deemed to have no material adverse effect on the Issuer, if and to the extent the Issuer receives full indemnification and/or collateral satisfactory to the Trustee within one month upon the occurrence of any of the event as set out in items (a) and (b) above);

"**Termination Payment**" means the agreed amount under all existing and future claims against the relevant Lessee for the payment of termination payment (*Schlusszahlung*) provided for in such Lease Agreement which allows for the termination of the respective Lease Agreement before such Lease Agreement's expiration;

"**Terms and Conditions**" means, collectively, the Class A Notes Terms and Conditions and the Class B Note Terms and Conditions;

"**Transaction**" means the sale and assignment of Receivables to the Issuer as contemplated under the Transaction Documents;

"**Transaction Accounts**" means the Issuer Account and the Swap Cash Collateral Account;

"**Transaction Documents**" means the Account Bank Agreement, the Agency Agreement, the Corporate Services Agreement, the Cash Administration Agreement, the Data Trust Agreement, the Master Framework Agreement, the Mandate, the Netting Agreement, the Note Purchase Agreement, the Receivables Purchase and Servicing Agreement, the English Security Deed, the Irish Security Deed, the Subordinated Loan Agreement, the Subscription Agreement, the Trust Agreement, the Terms and Conditions, the ICSDS Agreement, the Swap Agreement and in relation to the agreements specified above, any fee letter relating thereto or issued thereunder;

"**Transaction Party**" means any and all of the parties to the Transaction Documents;

"**Transparency Report**" means the report prepared by the Servicer on behalf of the Issuer containing the information set out in article 7 in connection with article 43(8) of the Securitisation Regulation;

"**Trust Agreement**" means the trust agreement dated 15 July 2019 entered into between the Issuer, the Seller and the Trustee;

"**Trustee**" means Intertrust Trustees GmbH;

"**Trustee Claim**" has the meaning ascribed to such term in clause 9 (Trustee Claim) of the Trust Agreement;

"**Trustee Expenses**" means the fees, costs, expenses payable on a Payment Date, and any indemnities in each case to be paid by the Issuer to the Trustee in accordance with the Trust Agreement;

"**Trustee Services**" shall have the meaning ascribed to such term in clause 6 (Trustee Services, Limitations) of the Trust Agreement;

"**UK**" means the United Kingdom;

"**Upfront Amount**" means the difference between (i) the sum of the gross proceeds of (a) the Class A Notes and (b) the Class B Note and (ii) the Aggregate Outstanding Note Principal Amount of the Class A Notes and the Class B Note on the Closing Date, in an amount of EUR 1,771,968;

"**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R. Part 246) implementing the risk retention requirements of section 15G of the U.S. Securities Exchange Act of 1934, as amended; and

"**VAT Component**" means any VAT amounts invoiced and payable by the Lessee under the relevant Lease Agreement.

2. **Principles of Interpretation**

(a) The headings in the Transaction Documents shall not affect its interpretation.

(b) Words denoting the singular number only shall include the plural number also and vice versa unless the context otherwise indicates and words denoting persons only shall include firms and corporations and vice versa unless the context otherwise indicates.

(c) References in the Transaction Documents to any statutory provision shall be deemed also to refer to any statutory or other modification, reenactment or replacement thereof or any statutory instrument, order or regulation made thereunder or under any such reenactment and, unless explicitly otherwise stated or unless the context requires otherwise, references therein to a Transaction Document, any other agreements or documents shall be construed as references to the relevant Transaction Document, such other agreements or documents as the same may have been, or may from time to time be, amended, novated, supplemented, varied or superseded.

(d) Save where the contrary is indicated, any reference to a party shall include such party's legal successors, and any reference to a party of a Transaction Document or any other agreement or document shall mean a party designated as a party by such agreement or document irrespective of such agreement's or document's legal validity or binding effect.

(e) The schedules of the Transaction Documents shall form part of the relevant Transaction Document.

(f) Save where the contrary is indicated, any reference in the Transaction Documents to a time of day shall be construed as a reference to time in Germany.

(g) Any payments due by any Transaction Party hereunder shall be made by way of bank transfer in immediately available funds in EUR with same day value and without costs and expenses for the payee. Whenever any payment or deposit to be made hereunder shall be due on a calendar day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day, and such extension of time shall be included in the computation of such payment or deposit.

(h) Where a German term has been used, it alone, and not the English term to which it relates, shall be authoritative for the interpretation of the Transaction Documents. Where English terms are accompanied by German definitions, such definitions shall define how such terms are to be interpreted under the laws of Germany.

(i) If any relevant date (other than (i) except to the extent explicitly provided for in the definitions of such dates, an Investor Reporting Date, Servicer Reporting Date, Offer Date, Payment Date, or (ii) otherwise explicitly provided for in the Transaction Documents) is to fall on a day which is not a Business Day at any time, such term shall mean, in each case, the next following Business Day.

(j) Any reference in this Prospectus to:

(i) "**administration**", "**bankruptcy**", "**dissolution**", "**liquidation**", "**receivership**" or "**winding-up**" of any person shall be construed so as to include any equivalent or analogous proceedings under the laws of the jurisdiction in which such person is incorporated (or, if not a company or corporation, domiciled) or any jurisdiction in which such person has its principal place of business as well as corresponding proceedings listed in Annex A and Annex B of the Insolvency Regulation;

(ii) "**clause**", "**Part**", "**Recital**" or "**Appendix**" are each, subject to any contrary indication, a reference to a clause or part hereof or a recital or appendix hereto;

(iii) "**default**" shall be construed as *Verzug des Schuldners* as defined in section 286 of the German Civil Code and, for the avoidance of doubt, shall occur at the latest if no fixed payment date is agreed upon expiration of a reasonably set time period following the

receipt by the relevant debtor of a notice of default (*Mahnung*) with respect to a claim that is due and payable (*fällig*);

(iv) "**euro**" and "**€**" and "**EUR**" denote the single currency unit of certain members of the European Union; and

(v) "**value added tax**" or "**VAT**" shall be construed so as to include any *Umsatzsteuer* or any value added tax under the laws of any jurisdiction, in particular (but not limited to):

(A) any tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(B) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (A), or elsewhere.

INDEX OF DEFINED TERMS

Page

Issuer
Limes Funding S.A.,
acting on behalf and for the account of its Compartment 2019-1
6, rue Eugène Ruppert
2453 Luxembourg
Grand Duchy of Luxembourg

Arranger
Société General S.A.
29 Boulevard Haussmann
75009 Paris
Republic of France
acting through its Frankfurt Branch
Société Générale Corporate and Investment Banking department
Neue Mainzer Straße 46-50
60311 Frankfurt am Main
Federal Republic of Germany

Joint Lead Managers
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United Kingdom

Landesbank Baden-Württemberg
Am Hauptbahnhof 2
70173 Stuttgart
Federal Republic of Germany

Manager
Bayerische Landesbank
Brienner Straße 18
80333 Munich
Federal Republic of Germany

Seller, Servicer, Subordinated Lender and Class B Note Purchaser
Deutsche Sparkassen Leasing AG & Co. KG
Frölingstraße 15-31
61352 Bad Homburg v.d. Höhe
Federal Republic of Germany

Data Trustee
Data Custody Agent Services B.V.
Prins Bernhardplein 200
1097JB Amsterdam
The Netherlands

Trustee
Intertrust Trustees GmbH
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Federal Republic of Germany

Corporate Services Provider and Back-Up Facilitator
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Grand Duchy of Luxembourg

Account Bank, Paying Agent, Interest Determination Agent and Registrar
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Co. Dublin
Republic of Ireland

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Legal Advisers
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60306 Frankfurt am Main
Federal Republic of Germany

Swap Counterparty
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Federal Republic Germany

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To the Issuer

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B.P. 1173
L-1011 Luxembourg
Grand Duchy of Luxembourg