

# Final Verification Report

In respect of the Transaction

**“Bavarian Sky S.A., acting in respect of its Compartment German  
Auto Loans 11”**

(BMW Bank GmbH)

19 May 2022



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

STS Verification International GmbH ("SVI") has been authorized by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht "BaFin", as the competent authority pursuant to Art 29 of the Securitisation Regulation and § 44 German Banking Act) to act in all EU countries as third party pursuant to Art 28 of the Securitisation Regulation to verify compliance with the STS Criteria pursuant to Articles 19 to 26e of the Securitisation Regulation ("STS Verification"). Moreover, SVI performs additional services including the verification of compliance of securitisations with (i) Article 243 of the Capital Requirements Regulation (Regulation (EU) 2017/2401 dated 12 December 2017, amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms as amended by Regulation (EU) 2021/558 of 31 March 2021) ("CRR Assessment"), (ii) Article 270 (senior positions in STS on-balance sheet securitisations) of the CRR ("Article 270 Assessment"), (iii) Article 13 of the Delegated Regulation (EU) 2018/1620 on liquidity coverage requirement for credit institutions dated 13 July 2018, amending Delegated Regulation (EU) 2015/61 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirements for Credit Institutions ("LCR") ("LCR Assessment"), and (iv) the STS Criteria, in respect of existing securitisations and potential deficiencies regarding compliance with the STS Criteria ("Gap-Analysis").

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

On 15 March 2022, SVI has been mandated by the Originator (BMW Bank GmbH) to verify compliance with the STS criteria pursuant to Article 28 of the Securitisation Regulation for the securitisation transaction "Bavarian Sky S.A., acting in respect of its Compartment German Auto Loans 11" (the "Transaction").

As part of our verification work, we have met with representatives of BMW Bank GmbH and BMW Group (both "BMW") to conduct a virtual due diligence meeting on 17 March 2022 ("Due Diligence"). In addition, we have discussed selected aspects of the Transaction with BMW

and legal counsel and obtained additional information on the transaction structure, the underwriting and servicing procedures of BMW and the underlying transaction documentation.

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

- Offering Circular
- German Legal Opinion
- Incorporated Terms Memorandum
- Receivables Purchase Agreement
- Servicing Agreement
- Trust Agreement
- Bank Account Agreement
- Due Diligence Presentation prepared by BMW
- Agreed-upon Procedures Report
- Latest version of the liability cash flow model
- Data Package received by BMW
- Additional information received by e-mail, such as confirmations, comments, etc.

## Verification Methodology

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

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

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

## Disclaimer of SVI

SVI grants a registered verification label "verified – STS VERIFICATION INTERNATIONAL" if a securitisation complies with the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 26e of the Securitisation Regulation ("STS Requirements"). The aim of the Securitisation Regulation is to restart high-quality securitisation markets, and the intention of implementing a framework for simple, transparent and standardised transactions with corresponding STS criteria shall contribute to this. However, it should be noted that

the STS verification performed by SVI does not affect the liability of an originator or special purpose vehicle in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of verification services from SVI shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding confirmation by SVI, which verifies compliance of a securitisation with the STS Requirements, such verification by SVI does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation.

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

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

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

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

## LIST OF ABBREVIATIONS/DEFINITIONS

Note: For any other term used in this Final Verification Report in capital spelling, please refer to the defined terms in Schedule 1 “MASTER DEFINITIONS SCHEDULE” of the Incorporated Terms Memorandum.

|                            |   |
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| AuP                        | Agreed-upon Procedures  |
| BaFin                      | Bundesanstalt für Finanzdienstleistungsaufsicht (German Federal Financial Supervisory Authority)                    |
| BMW                        | BMW Bank GmbH and BMW Group   |
| BSKY Auto Loans 11         | Bavarian Sky S.A., acting in respect of its Compartment German Auto Loans 11  |
| CF-Model                   | Cash Flow-Model   |
| Closing Date               | 19 May 2022   |
| Data Package               | Data Package received by BMW  |
| Due Diligence Presentation | Due Diligence Presentation prepared by BMW  |
| EBA                        | European Banking Authority  |
| EBA Guidelines             | Final Report on Guidelines on the STS criteria for non-ABCP securitisation, as published by EBA on 12 December 2018 |
| ECB                        | European Central Bank   |
| EIOPA                      | European Insurance and Occupational Pensions Authority  |
| ESAs                       | European supervisory authorities (EBA, EIOPA and ESMA)  |
| ESMA                       | European Securities and Markets Authority   |
| Final Verification Report  | Final Verification Report prepared by SVI in respect of the Transaction   |
| ITM                        | Incorporated Terms Memorandum   |
| Issuer                     | BSKY Auto Loans 11  |
| LO                         | German Legal Opinion  |

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| MAR                       | Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation)   |
| OC                        | Final Offering Circular dated 17 May 2022  |
| Originator                | BMW Bank GmbH  |
| Pkw-EnVKV                 | Pkw-Energieverbrauchs-kennzeichnungsverordnung (German-law ordinance for passenger car energy consumption labelling)   |
| RPA                       | Receivables Purchase Agreement   |
| RTS on Homogeneity        | Commission Delegated Regulation (EU) 2019/1851 dated 28 May 2019 supplementing the Securitisation Regulation with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation  |
| Securitisation Regulation | Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, as amended by Regulation (EU) 2021/557 of 31 March 2021 |
| Seller                    | BMW Bank GmbH  |
| Servicer                  | BMW Bank GmbH  |
| SPV                       | Special Purpose Vehicle or Issuer  |
| SRT                       | Significant risk transfer  |
| STS Requirements          | The requirements for simple, transparent and standardised securitisation in respect of a non-ABCP transaction as set out in Articles 19 to 22 of the Securitisation Regulation   |
| Transaction               | The securitisation of auto loan receivables involving BSKY Auto Loans 11 as Issuer   |

| # | Criterion Article 20 (1)   | Verification Report   |
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| 1 | Assignment or transfer of ownership of the risk positions takes place by means of a <b>true sale</b> and is legally enforceable. | <p><u>Verification Method:</u> Legal (Legal opinion, Prospectus) / Due Diligence</p> <p>The Transaction provides for a sale and assignment of fixed rate auto loan Receivables at Closing Date (scheduled for 19 May 2022) and on each Additional Purchase Date during the Revolving Period from BMW Bank GmbH ("Originator" and "Servicer") to Bavarian Sky S.A., acting in respect of its Compartment German Auto Loans 11 ("Issuer"). The Loan Receivables are subject to certain Eligibility Criteria, inter alia, subject to German law, denominated in Euro and with Debtors in Germany. The Originator is appointed as the Servicer of the Transaction in accordance with the Servicing Agreement.</p> <p>We reviewed a draft LO by Linklaters LLP. Subject to customary assumptions, qualifications and limitations the LO confirms under German law, inter alia:</p> <ul style="list-style-type: none"> <li>the RPA constitutes an assignment and transfer of title of the Purchased Receivables that is valid and gives the Issuer a right for segregation (<i>Aussonderungsrecht</i>) in any insolvency of the Seller,</li> <li>any seizure of such Purchased Receivables by the Seller's creditors in any execution proceedings (<i>Zwangsvollstreckung</i>) would be voidable by way of third-party claim proceedings (<i>Drittwiderspruchsklage</i>),</li> <li>the RPA contemplates a valid security transfer of title (<i>Sicherungsübereignung</i>) to the Financed Vehicles, and</li> <li>the Issuer has created a valid, legally binding and enforceable security interest in favour of the Trustee as set out in more detail in the Trust Agreement and will have a right for segregation of such collateral in case of an insolvency of the Trustee.</li> </ul> <p>The LO confirms that the opinion documents constitute valid and legally binding obligations enforceable by the respective parties in accordance with their respective terms.</p> <p>All opinion statements are subject to customary assumptions and qualifications, inter alia with regard to solvency, set-off, voidability, claw-back, re-characterisation into a secured loan, commingling and data protection/banking secrecy.</p> <p>No opinion is given on the (security) transfer or assignment of other Loan Collateral (other than Financed Vehicles) and on the existence, validity and enforceability of Purchased Receivables or Loan Collateral. Standard forms of the underlying Loan Agreements were only reviewed with respect to any restrictions on assignment. However, the RPA contains in (i) Clause 12.1 in accordance with Schedule 3 Part 3 "RECEIVABLES REPRESENTATIONS AND WARRANTIES OF THE SELLER" of the ITM representations and warranties by the Seller as of the Issue Date and in (ii) Clause 12.2 in connection with Schedule 10 "SELLER WARRANTIES" of the ITM warranties by the Seller as of each Additional Purchase Date that the underlying Loan Agreements and the legal documents underlying the Loan Collateral are legally valid, binding and enforceable and that the Loan Collateral is free of any rights of third parties over which the Seller may freely dispose.</p> |



| # | Criterion Article 20 (1)                           | Verification Report  |
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| 2 | Requirements for the external <b>legal opinion</b> | <p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>The LO is provided by Linklaters LLP, a well-known law firm with expertise in the area of securitisation.</p> <p>The LO is made available to SVI as third-party verification agent and to competent supervisory authorities.</p> |

| # | Criterion Article 20 (2)  | Verification Report   |
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| 3 | Specification of increased <b>claw-back risks</b> : Are there any provisions in the respective national insolvency law, which could render the transfer voidable? | <p><u>Verification Method:</u> Legal (Legal opinion)</p> <p>Other than as provided under German insolvency laws in case of fraudulent, unfair prejudicial or improperly favourable transfers there are no such increased risks. Such provisions are considered non-severe claw-back provisions under Art. 20 (3) of the Securitisation Regulation.</p> <p>Under applicable German insolvency law in respect of a transfer within certain time periods prior to and after the filing of insolvency proceedings the SPV must demonstrate that it had no knowledge of the Seller's insolvency.</p> <p>To mitigate against this, Clause 12.1 (iii) of the Subscription Agreement provides for the delivery of a solvency certificate of the Seller as condition precedent for the issuance of the Notes and the RPA (Clause 12.1 of the RPA together with Schedule 3 Part 1 No. 3 of the ITM) provides for the representation and warranty of the Seller confirming the non-occurrence of an Insolvency Event in respect of the Seller. The solvency certificate as well as such (i) representation and warranty on the Issue Date and (ii) warranties by the Seller as of each Additional Purchase Date (see Clause 12.2 of the RPA in connection with Schedule 10 of the ITM) may be used by the SPV to demonstrate its non-knowledge of the Seller's insolvency.</p> |

| # | Criterion Article 20 (3)   | Verification Report  |
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| 4 | Specification of non-increased claw-back risks: National insolvency laws are not severe, if they allow for the invalidation of the sale of the underlying exposures in the event of fraudulent transfers, unfair prejudice to creditors or | <p><u>Verification Method:</u> Legal (Legal opinion)</p> <p>Applicable German insolvency laws are considered not to represent any severe claw-back risks (see above under #3).</p> |

|   | favouring particular creditors over others.   |   |
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| # | Criterion Article 20 (4)  | Verification Report   |
| 5 | If the sale and transfer is not taking place directly between the seller and the SPV but <b>intermediate sales</b> take place, is the true sale still fulfilled?                        | <p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>Under the transaction structure used by BSKY Auto Loans 11, the sale and transfer take place directly between the Seller (who is the original lender) and the SPV acting as Issuer, i.e. without any intermediate sale taking place.</p>   |
| # | Criterion Article 20 (5)  | Verification Report   |
| 6 | If the <b>transfer of receivables and the perfection take place at a later stage</b> , are the trigger events in relation to the seller's credit quality standing sufficiently defined? | <p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>The transfer of the Initial Receivables will occur on the Issue Date of the Transaction (scheduled for 19 May 2022) and afterwards the transfer of the Additional Purchased Receivables will occur on each respective Additional Purchase Date during the Revolving Period (see for this ##8, 17, 33). In summary, it can be stated that the Receivables will be transferred either on the Issue Date or on each respective Additional Purchase Date and that, in contrast to this, there will be no transfer of Receivables by means of an assignment and perfected at a later stage.</p> |
| # | Criterion Article 20 (6)  | Verification Report   |
| 7 | <b>Representations and warranties</b> of the seller regarding to the legal condition of the underlying exposures  | <p><u>Verification Method:</u> Legal (OC)</p> <p>The Seller (who is the original lender) warrants that the underlying Purchased Receivables are legally valid, binding and enforceable Loan Agreements and that, to the best of its knowledge, the Eligible Receivables are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect, see Section "ELIGIBILITY CRITERIA", Items (a) and (b) of the OC and above under #3.</p>   |

| #  | Criterion Article 20 (7)  | Verification Report  |
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| 8  | Predetermined, clear and documented selection criteria ('eligibility criteria') (I/II)    | <u>Verification Method:</u> Legal (Receivable purchase agreement, OC, ITM)   |
|    |   | The underlying exposures transferred from the Seller to the SPV are selected according to predetermined, clear and documented Eligibility Criteria, see Section "ELIGIBILITY CRITERIA" in the OC.  |
|    |   | A Revolving Period is provided for in the transaction structure. Under the RPA (see Clause 4 "Offer of Additional Receivables") the Seller may offer to sell Additional Receivables to the Issuer on each Offer Date during the Revolving Period provided that certain pre-defined conditions precedent (which include the non-occurrence of an Issuer Event of Default and the fulfilment of the Eligibility Criteria, see the Definition of "Purchase Requirements" in Schedule 1 "MASTER DEFINITIONS SCHEDULE" of the ITM) are met. Unless an Early Amortisation Event has occurred and provided that the Issuer has sufficient funds available to pay the relevant Additional Purchase Price, the Issuer will accept such offer of Additional Receivables made by the Seller, see Clause 4.4 "Offer of Additional Receivables" of the RPA. |
|    |   | According to Schedule 10 "SELLER WARRANTIES" of the ITM, the Seller warrants that all Additional Purchased Receivables are eligible in accordance with the Eligibility Criteria on the relevant Cut-Off Date. As a consequence, consistent Eligibility Criteria apply to both the Initial Receivables and the Additional Purchased Receivables.  |
| #  | Criterion Article 20 (7)  | Verification Report  |
| 9  | Predetermined, clear and documented selection criteria ('eligibility criteria') (II / II) | <u>Verification Method:</u> Data (AuP Report)  |
|    |   | The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample, amongst others covers the key Eligibility Criteria specified for the Transaction. Please also refer to #40 for a summary of the scope of the asset audit.   |
| #  | Criterion Article 20 (7)  | Verification Report  |
| 10 | No active portfolio management  | <u>Verification Method:</u> Legal (Transaction documents)  |
|    |   | The underlying exposures in the red pool and the final pool are selected, and any Additional Receivables will be selected based on a well-established, random selection process.   |
|    |   | In case a Purchased Receivable should turn out to be not eligible, the Seller shall be deemed to have received a Collection in respect of the affected Purchased Receivable in an amount equal to the Outstanding Principal Balance of such Purchased Receivable and shall be obliged to pay to the Issuer as from the time the Deemed Collection comes to the attention the then Outstanding Principal Balance of the affected Purchased Receivable, see Definition of "Deemed Collections" in Schedule 1 "MASTER DEFINITIONS SCHEDULE" of the ITM as well as Clause 16.1 of the RPA. There will, however, be no substitution of the  |

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|  | ineligible Receivable with a new Receivable, except for the mechanism described above as part of the regular revolving process during the Revolving Period.   |
|  | Furthermore, the Transaction structure foresees a Clean-Up Call Option, whereby the Seller may, subject to certain conditions, request to repurchase all outstanding Purchased Receivables (together with any Loan Collateral) on the Clean-Up Call Settlement Date. Such Clean-Up Call Option can be exercised on any Payment Date on which (i) the Current Aggregate Outstanding Principal Balance is less than 10% of the Initial Aggregate Outstanding Principal Balance on the Cut-Off Date or (ii) all outstanding Class A Notes have been repaid in full, see Section "TERMS AND CONDITIONS OF THE NOTES", Clause 8.3 of the OC. |
|  | The above-described instances that allow for a repurchase of underlying exposures fall under the individual techniques of portfolio management listed in the EBA Guidelines that should not be considered active portfolio management (e.g. breach of representations or warranties and the exercise of clean-up call options).   |
|  | Generally, the above described repurchase mechanism used in the Transaction (a) does not make the performance of the Transaction dependent both on the performance of the underlying exposures and on the performance of the portfolio management, and (b) is not performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.  |
|  | As a result of the above, the criterion "no active portfolio management" is fulfilled.  |

| #  | Criterion Article 20 (8)   | Verification Report   |
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| 11 | Securitisation of a <b>homogeneous</b> portfolio in terms of asset classes (I / III) | <p><u>Verification Method</u>: Legal (Transaction documents)</p> <p>The underlying exposures fall into the asset type according to Art. 1 (a) (v) of the Commission Delegated Regulation (EU) 2019/1851 on the homogeneity (i.e. auto loans and leases).</p> <p>The Seller has chosen the homogeneity factor according to Art. 2 (4.) (b) of the Commission Delegated Regulation (EU) 2019/1851 on the homogeneity of the underlying exposures, i.e. jurisdiction, whereby the pool shall consist of underlying exposures relating to Debtor with residence in one jurisdiction (Germany) only, see Section "ELIGIBILITY CRITERIA", Item (q) of the OC.</p> |

| #  | Criterion Article 20 (8)   | Verification Report  |
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| 12 | Securitisation of a homogeneous portfolio in terms of asset classes (II / III) | <p><u>Verification Method:</u> Due Diligence (Underwriting and Servicing Policy)</p> <p>The underlying exposures have been originated in accordance with consistent underwriting standards, as presented in the Due Diligence and further described in #17. No distinction is made between securitised and non-securitised Receivables. The underwriting process in place assures that only Debtors resident in Germany are originated according to the underwriting policy.</p> <p>The same applies to the servicing policy, with the underlying exposures being serviced using consistent standards and no distinction being made between securitised and non-securitised receivables.</p> |

| #  | Criterion Article 20 (8)  | Verification Report  |
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| 13 | Securitisation of a homogeneous portfolio in terms of asset classes (III / III) | <p><u>Verification Method:</u> Data (AuP Report)</p> <p>The homogeneity factor "residence in Germany" is, through the check of the key Eligibility Criteria "The relevant Loan Agreement has been entered into with a Debtor which (i) if being a corporate entity has its registered office in Germany or (ii) if being an individual has its place of residence in Germany" (see section "ELIGIBILITY CRITERIA", item (q) of the OC), part of the Pool Data and Eligibility Criteria Verification as further described in #40.</p> |

| #  | Criterion Article 20 (8)   | Verification Report  |
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| 14 | The underlying exposures contain <b>obligations that are contractually binding and enforceable</b> | <p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>Section "ELIGIBILITY CRITERIA", Item (a) of the OC contains warranties by the Seller as to the legally valid, binding and enforceable nature of the underlying exposures, i.e. the Loan Agreements under which the relevant Receivables arises. Please also refer to #1.</p> |

| #  | Criterion Article 20 (8)  | Verification Report   |
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| 15 | The underlying exposures have <b>defined periodic payment streams</b> and do not include <b>transferable securities</b> other than unlisted corporate bonds | <p><u>Verification Method:</u> Legal (Legal opinion, Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The underlying exposures for the transaction represent standard auto Loan Agreements originated by BMW Bank GmbH in respect of retail and commercial clients.</p> <p>For the purposes of the transaction, two loan types form part of the securitised portfolio:</p> <ul style="list-style-type: none"> <li>• annuity loans under which instalments are calculated on the basis of equal monthly periods during the life of each loan,</li> <li>• balloon loans under which the final instalment may be higher than the previous instalments.</li> </ul> |

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|  |  | <p>Each instalment is comprised of a portion allocable to interest and a portion allocable to principal under such loan. In general, the interest portion of each instalment under annuity loans decreases in proportion to the principal portion over the life of such loan whereas towards maturity of such loan a greater part of each monthly instalment is allocated to principal. Apart from these variations, the two loan types do not differ structurally in terms of payment streams (with the exception of the final instalment). The Loan Instalments in respect of each Purchased Receivable will be payable on a monthly basis, see in this regard Section "CREDIT STRUCTURE AND FLOW OF FUNDS", Subsection "Loan Instalments of the Purchased Receivables" of the OC.</p> <p>The Eligibility Criteria restrict the underlying exposures to Receivables originated under a Loan Agreement, thereby eliminating any transferable security from the portfolio. The compliance of the red pool with the Eligibility Criteria has been verified through the Pool Data and Eligibility Criteria verification (see #40).</p> |
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| #  | Criterion Article 20 (9)  | Verification Report  |
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| 16 | Are there any <b>securitisation positions</b> in the portfolio? | <p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Eligibility Criteria restrict the underlying exposures to Receivables originated under a Loan Agreement, thereby assuring that no securitisation position may become part of the portfolio. The compliance of the red pool with the Eligibility Criteria has been verified through the Pool Data and Eligibility Criteria Verification (see #40).</p> <p>As demonstrated during the Due Diligence, the origination and/or resale of securitisation positions is not part of the business model of the Originator and not permitted under the Originators' underwriting policy.</p> |

| #  | Criterion Article 20 (10)  | Verification Report  |
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| 17 | <b>Origination of underlying exposures in the ordinary course of business</b> of the originator or the original lender | <p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence (Underwriting and Servicing Policy)</p> <p>BMW Bank GmbH is today one of Germany's leading automobile banks, active in Germany since 1971. Organisation and business processes have been developed over decades. BMW Bank GmbH is subject to the supervision of the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and the European Central Bank in accordance with the German Banking Act (Kreditwesengesetz) (please also refer to the website of BMW Bank GmbH: <a href="https://www.bmwbank.de/impressum/">https://www.bmwbank.de/impressum/</a>).</p> <p>As presented and discussed in the Due Diligence, the well-developed and highly professional organisation of BMW Bank's business procedures is in line with the volume and quantity of business transactions. Sales are made via the dealership groups for "BMW / MINI" and "Multimake". BMW Bank's business procedures assure that securitised exposures have been originated in the ordinary course of business and in accordance with uniform standards. Deviations from the underwriting policy are only permissible in well-defined and documented instances.</p> |

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|  |  | <p>The underlying exposures are similar to the non-securitised Loan Agreements in the asset type "auto loans and leases" (see definition of "similar exposures", Item 22, in the EBA Guidelines) due to the strictly random selection process.</p> <p>Due to the revolving nature of the Transaction, further transfers of Additional Receivables will occur on each Additional Purchase Date until the end of the Revolving Period. The Seller confirms in the OC that the Initial and Additional Receivables have been generated in the Seller's ordinary course of business in accordance with the Seller's Credit and Collection Policy, see Section "ELIGIBILITY CRITERIA", Item (e) of the OC.</p> <p>Furthermore, the Servicer shall notify the Issuer, the Calculation Agent, the Paying Agent, the Trustee and the Rating Agencies of its intention to adversely change its administrative or operating procedures relating to the keeping and maintaining of Records. Any such adverse change requires, prior to its implementation, the prior written consent of the Issuer and the Trustee and the prior written notification to the Rating Agencies of such adverse change. For this purpose, "adverse change" means a material change to the respective administrative or operative procedures that has, or is reasonably expected to have, a negative impact on the collectability or enforceability of the Purchased Receivables (see Section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", Subsection "2 Servicing Agreement", Paragraph "Information and Regular Reporting" of the OC).</p> |
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| #  | Criterion Article 20 (10)   | Verification Report  |
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| 18 | <b>Underwriting standards</b> for securitised exposures are no less stringent than those applied to non-securitised exposures | <p><u>Verification Method:</u> Due Diligence</p> <p>As presented and discussed in the Due Diligence, no distinction is made between securitised and non-securitised exposures in any respect, be it applicable regulatory standards, competence grid and involvement of decision-makers, distribution channels, product types and product characteristics, annual agreements on (sales) objectives, sales management measures and bonus systems, lending standards, approval processes and incentive measures, credit processing, dunning procedures, debt collection, realisation of collateral, customer service, outsourcing of sales, underwriting and servicing activities or areas of risk controlling, accounting and reporting (except for the required reporting of ABS transactions).</p> <p>Employees of the Originator or sales staff of the dealership groups involved in the underwriting do not know whether a risk position currently being processed for application will be securitised at a later stage or not.</p> |

| #  | Criterion Article 20 (10)   | Verification Report  |
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| 19 | Where the underlying exposures are <b>residential mortgage loans</b> , does the portfolio include <b>loans that have been self-</b> | <p><u>Verification Method:</u> Due Diligence</p> <p>The Eligibility Criteria restrict the underlying exposures to Receivables originated under Loan Agreements. Each Loan Agreement is entered into between the Seller and a respective Debtor for the purpose of financing the acquisition of a Financed Vehicle by</p> |

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|  | <b>certified</b> by the loan applicants? | such Debtor – therefore, residential mortgage loans do not form part of the portfolio, see Section “ELIGIBILITY CRITERIA”, Item (a) of the OC. |
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| #  | Criterion Article 20 (10)  | Verification Report  |
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| 20 | <b>Assessment of the borrower’s creditworthiness performed in accordance with certain EU Directives</b> on credit agreements for consumers or on credit agreements for consumers relating to residential immovable property or, if applicable, the analogous provisions of a third country | <p><u>Verification Method:</u> Regulatory / Legal / Due Diligence / Data</p> <p>BMW Bank is a credit institution (Kreditinstitut) according to § 1 German Banking Act. As such, the Originator is supervised by BaFin as competent national supervisory authority and by the European Central Bank. BMW Bank performs the „Assessment of the borrower’s creditworthiness” with respect to Loan Agreements with consumers in accordance with paragraphs 1-4, point a) of paragraph 5 and paragraph 6 of Article 18 of Directive 2014/17/EU as reflected in § 505 a and § 505 b German Civil Code (BGB).</p> |

| #  | Criterion Article 20 (10)   | Verification Report   |
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| 21 | <b>Originator's experience</b> (as an entity or through management and senior staff) in origination of similar risk positions | <p><u>Verification Method:</u> Regulatory (suitable proof incl. Website) / Due Diligence</p> <p>As an institution, the Originator does have substantially more than 5 years of experience in origination and underwriting of exposures similar to those securitised, see Section “THE SELLER AND SERVICER” of the OC.</p> |

| #  | Criterion Article 20 (11)   | Verification Report  |
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| 22 | The underlying exposures are <b>transferred without undue delay</b> after selection | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The date of the red pool and final pool cuts are 28 February 2022 and 30 April 2022, respectively. Transfer of the final pool will occur at closing (scheduled for 19 May 2022), i.e. without undue delay. Due to the revolving character of the Transaction, the transfer of the Additional Purchased Receivables will occur on each respective Additional Purchase Date.</p> |



| #  | Criterion Article 20 (11)   | Verification Report  |
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| 23 | The underlying exposures do not include <b>any defaulted exposures</b> or to <b>debtors/guarantors with impaired creditworthiness</b> | <p><u>Verification Method:</u> Regulatory (suitable proof incl. Imprint Website) / Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Originator is an institution subject to Regulation (EU) No. 575/2013. As presented in the Due Diligence and confirmed in the OC the Purchased Receivables are transferred to the Issuer after selection without undue delay and do not include, at the time of selection and to the best of the Originator's knowledge, exposures in default within the meaning of Article 178 (1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired Debtor or guarantor (see Section "ELIGIBILITY CRITERIA", Items (n) and (r) of the OC).</p> <p>More specifically, the underlying exposures will not include Purchased Receivables relating to credit-impaired Debtors or guarantors who, to the best of the Originator's knowledge, have (1) been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 years prior to the transfer date of the underlying exposures to the Issuer; (2) was, at the time of origination, on a public credit registry of persons with adverse credit history; or (3) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Originator which are not securitised (see Section "ELIGIBILITY CRITERIA", Item (r) of the OC).</p> <p>The Originator represents, with regards to the question which sources of information has been used to identify defaulted exposures and to determine if a borrower or guarantor is credit-impaired, that information have been obtained (1) from the Debtor on origination of the exposures, (2) in the course of BMW Bank's servicing of the exposures or BMW Bank's risk management procedures, or (3) from a third party, see Section "ELIGIBILITY CRITERIA", Items (n) and (r) of the OC. This is in line with the 'best knowledge' standard stipulated in the EBA Guidelines.</p> <p>Debtors and guarantors (i) declared insolvent and/or undergone a debt-restructuring process, or (ii) found on a public or other credit registry of persons with adverse credit history are generally not eligible according to the underwriting policy, as discussed in the Due Diligence.</p> <p>The Originator has IT systems in place to ensure that defaulted exposures or exposures to Debtors/guarantors with impaired creditworthiness are excluded from the red pool or final pool cut as well as from additional pool cuts within the Revolving Period.</p> |

| #  | Criterion Article 20 (11)  | Verification Report  |
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| 24 | The risk positions do not have a <b>credit assessment or a credit score</b> that allows a significantly higher default risk to be expected than for non-securitised risk positions | <p><u>Verification Method:</u> Due Diligence</p> <p>The most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio are the profiles of the retail and commercial customers, credit agencies' information and financial information as well as past payment behaviour. All of these factors have an impact on the credit score.</p> <p>These factors are the same for securitised and non-securitised exposures due to the strictly random selection process.</p> <p>On this basis, it can be reasonably assumed that – in comparison to non-securitised exposures - no worse performance should occur for securitised exposures for the term of the Transaction.</p> <p>The requirement that the underlying exposures do not have a "credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable Receivables held by the Originator which are not securitised" is considered to be met as the underlying exposures do not include (i) exposures that are classified as doubtful, impaired, non-performing or similar, or (ii) exposures whose credit quality (based on credit ratings or other credit quality thresholds) significantly differs from the quality of other exposures ordinarily originated by the Originator.</p> |

| #  | Criterion Article 20 (12)   | Verification Report   |
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| 25 | At the time of the transfer, the <b>debtor has paid at least 1 instalment</b> | <p><u>Verification Method:</u> Legal (Transaction documents) / Data (AuP Report)</p> <p>The Originator warrants that on the Cut-Off Date immediately preceding the relevant Purchase Date at least one due Loan Instalment has been fully paid in respect of the relevant Receivable, see Section "ELIGIBILITY CRITERIA", Item (j) of the OC.</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample (please also refer to #40, Article 22 (2)), covers the above-mentioned Eligibility Criteria.</p> |

| #  | Criterion Article 20 (13)   | Verification Report  |
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| 26 | The repayment of the securitisation position should <b>not be predominantly dependent on the sale of assets</b> securing the underlying exposures | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence / Data</p> <p>As presented and discussed in the Due Diligence, the Transaction has been structured to not be predominantly dependent on the sale of the cars or other assets securing the Purchased Receivables. The repayment is entirely linked to the repayment of the performing Receivables; the repayment of the performing Receivables in turn is not contingent and does not depend on the sale of the vehicles which serve as collateral for the Purchased Receivables. As demonstrated during the Due Diligence, the Originator's</p> |

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|  |  | underwriting focuses on the creditworthiness of its Debtors rather than on the recoveries derived from the sale of the cars or other assets securing the Purchased Receivables in the case of default. |
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| #  | Criterion Article 21 (1)   | Verification Report   |
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| 27 | <b>Risk retention</b> (Art. 6.1 of the Securitisation Regulation), usually by the Originator | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The material net economic interest in the securitisation ("risk retention") of at least 5% will be held by the Seller as the Originator and in its capacity as Subordinated Lender, see Section "RISK RETENTION", Subsection "Risk retention under the Securitisation Regulation" of the OC.</p> <p>The Type of risk retention will be a material net economic interest in accordance with Article 6 (3) (d) of Securitisation Regulation, see Section "RISK RETENTION", Subsection "Risk retention under the Securitisation Regulation" of the OC. The Seller will (i) retain the Class B Notes and (ii) retain a first loss tranche constituted by the claim for repayment of a loan in advance so that the sum of the aggregate principal amount of the Class B Notes and the nominal amount of the subordinated loan is equal to at least 5% of the nominal amount of the "securitised exposures" (i.e. the Purchased Receivables).</p> <p>The Monthly Investor Reports will also set out monthly confirmation regarding the continued holding of the risk retention by the Originator, as confirmed by the Originator (see Section "RISK RETENTION", Subsection "Risk retention under the Securitisation Regulation" of the OC).</p> <p>The legal obligation of the Seller to hold the risk retention during the lifetime of the Transaction is entered into according to Section "RISK RETENTION", Subsection "Risk retention under the Securitisation Regulation" of the OC.</p> |

| #  | Criterion Article 21 (2)   | Verification Report   |
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| 28 | <b>Appropriate hedging</b> of interest rate and currency risks, no derivatives as underlying risk positions (I / II) | <p><u>Verification Method:</u> Due Diligence</p> <p>Since the Receivables are fixed rate and the Class A Notes are floating rate, interest rate risks arise from such mismatch. Both assets and liabilities of the Issuer are EUR denominated hence no currency risk occurs.</p> <p>The Purchased Receivables bear interest at fixed rates while the Class A Notes will bear interest at floating rates based on 1-M-EURIBOR. Under the Swap Agreement, on each Payment Date, the Issuer will pay the Swap Counterparty a fixed rate applied to the Swap Notional Amount, and the Swap Counterparty will pay a floating rate equal to EURIBOR as determined by the ISDA Calculation Agent applied to the same Swap Notional Amount which is equal to the Class A Outstanding Notes Balance on the immediately preceding Payment Date, see Section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", Subsection 6 "Swap Agreement" of the OC.</p> <p>No further risks in addition to interest rate risks are hedged under the interest rate hedge agreement.</p> |

| #  | Criterion Article 21 (2)   | Verification Report   |
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| 29 | Appropriate hedging of interest rate and currency risks, no derivatives as underlying risk positions (II / II) | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The legal instrument used by the Issuer to hedge interest rate risks is the Swap Agreement for the Class A Notes, see in this regard Section "CREDIT STRUCTURE AND FLOW OF FUNDS", Subsection "Interest rate hedging" as well as Section "TRANSACTION OVERVIEW", Subsection "Swap Agreement" of the OC.</p> <p>The Swap Agreement considers any potential asset liability mismatch by referencing to the outstanding notes balance, and the agreement is based on the 1992 ISDA Master Agreement as established market standard, see Definition of "Swap Agreement" in Schedule 1 "MASTER DEFINITIONS SCHEDULE" of the ITM.</p> <p>The requirements for Eligible Swap Counterparties are market standard in international finance, see Section "CREDIT STRUCTURE AND FLOW OF FUNDS", Subsection "Interest rate hedging" of the OC as well as Schedule 1 "MASTER DEFINITIONS SCHEDULE", Definition of "Eligible Swap Counterparty" in the ITM.</p> |

| #  | Criterion Article 21 (3)                                    | Verification Report  |
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| 30 | Generally used <b>reference rates</b> for interest payments | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>No reference rates apply to the Purchased Receivables which bear fixed interest rates.</p> <p>The Class A Notes will bear interest at floating rates based on 1-M-Euribor, see Section "RISK FACTORS", Subsection "Interest Rate Risk" as well as Section "TRANSACTION OVERVIEW", Subsection "Swap Agreement" in the OC, constituting a market standard reference rate.</p> <p>The interest for the cash accounts will be based on a market standard reference rate, see Section 4 "Issuer Account; Interest" in the Bank Account Agreement.</p> <p>Currency hedges are not provided for in the transaction structure (see above under #28).</p> |

| #  | Criterion Article 21 (4)   | Verification Report  |
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| 31 | <b>Requirements in the event of an enforcement</b> or delivery of an acceleration notice | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>After the occurrence of an Enforcement Event, the priority of payments will change from the "Pre-Enforcement Priority of Payments" to the "Post-Enforcement Priority of Payments", see Section "TERMS AND CONDITIONS OF THE NOTES", Subsection 9 "Post-Enforcement Priority of Payments" in the OC. This requires:</p> |

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|  |  | <ul style="list-style-type: none"> <li>No cash will be retained with the Issuer, see Section "TERMS AND CONDITIONS OF THE NOTES", Subsection 9 "Post-Enforcement Priority of Payments" in the OC.</li> <li>The Available Post-Enforcement Funds will be used for the fully sequential amortisation of the securitisation positions as determined by the seniority of the securitisation position, see Section "TERMS AND CONDITIONS OF THE NOTES", Subsection 9 "Post-Enforcement Priority of Payments" in the OC.</li> <li>All creditors within of one class of notes will be served equally.</li> <li>The interest and principal payments are first made for the Class A Notes and then interest and principal payments are made for the subsequent Notes, hence repayments are not reversed with regard to their seniority.</li> <li>No automatic liquidation or sale of risk positions or assets is provided for.</li> </ul> |
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| #  | Criterion Article 21 (5)   | Verification Report  |
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| 32 | <b>Sequential repayment as fall-back</b> in the event of a deterioration in portfolio quality for Transactions that feature a <b>non-sequential priority of payments</b> | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Transaction has a strictly sequential priority of payment.</p> |

| #  | Criterion Article 21 (6)  | Verification Report  |
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| 33 | Early amortisation provisions or triggers for termination of the revolving phase to include at least the following: | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>General: The Issuer will only be allowed to purchase Additional Purchased Receivables until an Early Amortisation Event (see the Definition of "Early Amortisation Event" in Schedule 1 "MASTER DEFINITIONS SCHEDULE" of the ITM) has occurred. Thus, the Revolving Period will end upon the earlier of (i) the Payment Date falling on or after 20 June 2023 and (ii) the date on which an Early Amortisation Event occurs. The following events trigger an Early Amortisation Event:</p> |
|    | a) deterioration in the credit quality of the underlying exposures below a predefined threshold                     | A deterioration in the credit quality of the Purchased Receivables to or below a predetermined threshold (measured by the Cumulative Gross Loss Ratio during the life of the Transaction, as set out in Item (i) of the Definition of "Early Amortisation Event").   |

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| b) insolvency-related events in relation to the Originator or the Servicer                                 | The occurrence of an insolvency-related event with regard to the Originator or the Servicer (see the Definition of "Servicer Termination Event" as well as Item (vi) of the Definition of "Early Amortisation Event"). |
| c) decline in value of the underlying exposures below a predefined threshold                               | The value of the Purchased Receivables held by the Issuer falls below a predetermined threshold (as set out in Item (iii) of the Definition of "Early Amortisation Event").  |
| d) failure to generate sufficient new underlying exposures for replenishments under revolving Transactions | A failure to generate sufficient new Purchased Receivables that meet the predetermined credit quality (as set out in Item (iv) of the Definition of "Early Amortisation Event").                                       |

| #  | Criterion Article 21 (7)  | Verification Report  |
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| 34 | <b>Clear rules</b> in the Transaction documentation regarding obligations, tasks and responsibilities of the Servicer, trustees and other ancillary service providers | <p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Servicing Agreement provides for a clear specification of the contractual obligations, duties and responsibilities of the Servicer - especially with regard to the servicing, monitoring, reporting and monthly advances to mitigate for commingling risk - as well as the provisions for a potential replacement in case of a Servicer Termination Event, see Section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", Subsection "Servicing Agreement" of the OC or the Servicing Agreement.</p> <p>Similar provisions for the obligations, duties and responsibilities of the Corporate Administrator (Intertrust) who is administering the Issuer, the Trustees (BNY Mellon Corporate Trustee Services, UK, as Trustee and BNY Mellon, Frankfurt Branch, as Data Trustee), the Account Bank (BNY Mellon, Frankfurt Branch) and further agents (BNY Mellon, London Branch as Calculation Agent, Paying Agent and Interest Determination Agent) are provided for in the OC, see Section "PARTIES TO THE TRANSACTION".</p> <p>The Transaction Documents specifies clearly provisions that ensure the replacement of derivative counterparties and the Account Bank in the case of their default, insolvency, and other specified events, where applicable. In respect of the Account Bank provisions exist for its replacement if the Account Bank ceases to be an "Eligible Counterparty" as set out in Section "CREDIT STRUCTURE AND FLOW OF FUNDS", Subsection "Bank account used for the Transaction" of the OC.</p> <p>Also, detailed provisions exist for the obligations, duties, responsibilities and the replacement of the Swap Counterparty (see Section "CREDIT STRUCTURE AND FLOW OF FUNDS", Subsection "Interest rate hedging" in the OC).</p> |

| #  | Criterion Article 21 (8)   | Verification Report  |
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| 35 | <b>Experience of the Servicer</b> (management and senior staff) in the servicing of exposures of a similar nature to those securitised | <p><u>Verification Method:</u> Regulatory (suitable proof) / Legal (Transaction documents) / Due Diligence</p> <p>BMW Bank GmbH is a financial institution (Kreditinstitut) according to § 1 German Banking Act. As such, the Originator is supervised by BaFin as competent national supervisory authority and by the European Central Bank.</p> <p>The OC contains information on the experience of BMW Bank as a Seller and Servicer, see Section "THE SELLER AND SERVICER", Subsection "Incorporation, Registered Office and Purpose".</p> <p>The experience and expertise of the management and the senior staff has been confirmed during the Due Diligence.</p> <p>As a result, BMW Bank as Servicer is deemed to have the relevant expertise as an entity being active as Servicer of Loan Receivables for over 45 years and as Servicer of Loan Receivables securitisations for over 15 years, and no contrary findings were observed in the Due Diligence.</p> |

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

| #  | Criterion Article 21 (9)  | Verification Report   |
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| 37 | Clear and coherent definitions, regulations and possible measures with regard to the <b>servicing of non-performing exposures</b> , specification of the <b>priorities of payment</b> | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The Credit and Collection Policy of BMW Bank (see Section "CREDIT AND COLLECTION POLICY" of the OC), which must be complied in respect of the servicing of the Purchased Receivables and the related Loan Collateral by the Servicer in accordance with the Servicing Agreement (as summarised in Section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", Subsection "Servicing Agreement" of the OC), contains a description of procedures related to, among others, measures before or after termination of contracts, such as deferrals, remedies and actions relating to delinquency and default of lessees, termination of loan contracts, realisation of financed assets, other forms of restructuring and write-offs.</p> <p>The loss definition used in the Transaction refers to the term "Defaulted Receivable" which means any Purchased Receivable which:</p> <ul style="list-style-type: none"> <li>(i) has been sold to a debt collection agency,</li> <li>(ii) is terminated and the Financed Vehicle is repossessed in accordance with the Credit and Collection Policy or</li> </ul> |

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|  |  | <p>(iii) has been written off in the system of the Seller.</p> <p>This definition is consistently used in the Transaction Documents.</p> <p>The Transaction Documents clearly specifies the Priority of Payments (Pre-Enforcement Priority of Payments and Post-Enforcement Priority of Payments), see Section "TRANSACTION OVERVIEW" of the OC, and the events which trigger changes in such Priority of Payments, see Definition of "Enforcement Event" in Schedule 1 "MASTER DEFINITIONS SCHEDULE" of the ITM.</p> <p>In addition, the procedures in relation to non-performing exposures have been presented and discussed in the Due Diligence and are consistent and in line with the terms used in the Transaction Documents for non-performing exposures.</p> |
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| #  | Criterion Article 21 (10)   | Verification Report   |
|----|---|---|
| 38 | <b>Clear rules in the event of conflicts</b> between the different classes of noteholders | <p><u>Verification Method</u>: Regulatory / Legal (Transaction documents)</p> <p>The Notes are issued on the basis of the German Act on Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen - SchVG), see Section "TRANSACTION OVERVIEW", Paragraph "Resolutions of Noteholders" as well as Section "OVERVIEW OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS" of the OC, enabling Noteholders to take resolutions within one Class of Notes. In addition, Clause 2.16 of the Trust Agreement provides for clear instructions for the Trustee as regards the treatment of the interests of different Classes of Notes and their ranking in line with the applicable Priority of Payments (see Section "MATERIAL TERMS OF THE TRUST AGREEMENT" and Section "TERMS AND CONDITIONS OF THE NOTES", Subsections 7.6 (Pre-Enforcement Priority of Payments) and 9 (Post-Enforcement Priority of Payments) of the OC).</p> |

| #  | Criterion Article 22 (1)                                       | Verification Report   |
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| 39 | Provision of <b>historical performance data</b> before pricing | <p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence / Data</p> <p>The historical performance data relate to the portfolio of auto loan Receivables which have been granted by the Seller (see Section "PURCHASED RECEIVABLES CHARACTERISTICS AND HISTORICAL DATA", Subsection 2 "Historical performance data" in the OC) and include the following areas:</p> <ul style="list-style-type: none"> <li>a) <b>Gross loss</b> (i.e. losses before recoveries) in static format (covering the period from Q1 2009 until Q4 2021), separate for the total portfolio, commercial Debtors, private Debtors, contracts with balloon payments and contracts without balloon payments.</li> <li>b) <b>Net loss</b> (i.e. losses after recoveries) in static format (covering the period from Q1 2009 until Q4 2021), separate for the total portfolio, commercial Debtors, private Debtors, contracts with balloon payments and contracts without balloon payments.</li> <li>c) <b>Delinquencies</b> measured as monthly delinquency rate (covering the period from January 2009 until December 2021) in the respective delinquency bucket (31-60 days past due, 61-90 days past due, 91-120 days past due and &gt; 120 days past due.</li> </ul> |



|    |  | <p>d) <b>Annualised prepayment rates</b> on a monthly basis (covering the period from January 2009 until December 2021).</p> <p>The data history, which is provided prior to pricing, covers a period of at least 5 years required under Article 22 (1) of the Securitisation Regulation, see Section "PURCHASED RECEIVABLES CHARACTERISTICS AND HISTORICAL DATA" Subsection 2 "Historical performance data" in the OC.</p> <p>Given that the most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio, namely the factors described in #24, are the same to the overall portfolio for which the above mentioned historical performance data have been procured, comparability between the securitised portfolio and the Originator's overall portfolio ("substantially similar exposures") is ensured.</p>  |
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| #  | Criterion Article 22 (2)   | Verification Report   |
| 40 | Performance of an <b>asset audit</b> on the basis of a sample and defined audit steps (Agreed upon Procedures, AuP) by an external independent party | <p><u>Verification Method:</u> Data (AuP Report)</p> <p>The Originator has mandated a qualified and experienced audit firm to perform the asset audit. The asset audit and the related AuP include both of the following:</p> <ul style="list-style-type: none"> <li>a) a verification of the compliance of the underlying exposures in the portfolio with selected key pool data fields and the key Eligibility Criteria (the "<b>Pool Data and Eligibility Criteria Verification</b>"); and</li> <li>b) verification that the data disclosed to investors in the Preliminary OC and in the Final OC in respect of the underlying exposures is accurate (the "<b>Prospectus Data Verification</b>").</li> </ul> <p>The sample drawn for the Pool Data and Eligibility Criteria Verification is representative of the securitised portfolio, based on a provisional pool cut dated 31 January 2022. This is ensured by a sufficiently large sample and random selection, applying a 99% confidence level. The final report prepared by the audit firm with regards to the Pool Data and Eligibility Criteria Verification has been made available to SVI on 30 March 2022. The final report confirms that the Pool Data and Eligibility Criteria Verification has occurred and that in all material respects the Data Fields agree to the respective information in the underlying documents or in the bookkeeping system of BMW.</p> <p>The Prospectus Data Verification has been performed by the audit firm based on a data file representing the red pool cut as of 28 February 2022. This verification has been based on all underlying exposures (loan level data) and the scope comprises information in the stratification tables (see Section "PURCHASED RECEIVABLES CHARACTERISTICS AND HISTORICAL DATA", Subsection 1 "Purchased Receivables characteristics" in the Preliminary OC) correspond to the red pool cut.</p> <p>The Prospectus Data Verification has been repeated by the audit firm based on the final pool cut dated 30 April 2022 and the Final OC, applying the same scope as for the verification of the red pool cut (see above).</p> <p>The reports prepared by the audit firm with regards to the Prospectus Data Verification have been made available to SVI on 4 April 2022 and 16 May 2022, respectively. Both reports confirm that no significant adverse findings have been found.</p> |

| #  | Criterion Article 22 (3)   | Verification Report  |
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| 41 | Provision of a precise <b>liability cash flow model</b> to the investors prior to pricing by the Originator;<br>"precise" refers to the possibility for the investor to calculate the amortisation rate and, based on this, the pricing of the securitisation position | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence (Cash flow model)</p> <p>The CF-Model has been prepared by Moody's Analytics on behalf of the Originator, and it is provided as web-based tools and can be accessed via <a href="https://www.sfportal.com/deal/summary/YBI.BAVSKYGER11">https://www.sfportal.com/deal/summary/YBI.BAVSKYGER11</a>. SVI has been granted access to the website and the CF-Model for the Bavarian Sky S.A., acting in respect of its Compartment German Auto Loans 11 transaction prior to announcement in order to perform the steps necessary to verify the compliance under Article 22 (3) of the Securitisation Regulation. It should be noted that the statements below do reflect the result of SVI's review of the functionality of the cash flow model and can be considered as a check of plausibility, however no assurance can be given that the CF-Model does calculate correctly in each and every scenario.</p> <p>The CF-Model accurately reflects the contractual relationships and cash flows from and to the securitised portfolio, cash accounts, Classes A to B Notes, the Originator/Servicer as well as other parties involved (summarised as senior expenses).</p> <p>A wide range of different scenarios can be modelled, including but not limited to prepayments, delinquencies, defaults (gross losses), recoveries, coupon on the notes and senior expenses. Both size as well as timing of payments or defaults can be varied. Furthermore, digital scenarios such as the exercise of call options (yes/no) can be considered. As a result, both base cases scenarios for pricing as well as stress scenarios for credit analysis purposes can be modelled</p> <p>The CF-Model is available since on or around 20 April 2022 and hence has been provided before pricing. The Originator undertakes to provided potential investors with the CF-Model upon request.</p> |
| #  | Criterion Article 22 (4)   | Verification Report  |
| 42 | For residential mortgage loan and auto loan/auto leasing portfolios: publication of information on the <b>environmental performance of the assets</b> financed by such underlying exposures (energy performance certificates)  | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The Originator has confirmed that information on the environmental performance of the assets financed by such underlying exposures (in this case: auto loans) is intended to be provided in the form of the efficiency classes as specified by Pkw-EnVKV (§ 3a). The information is intended to be made available at least on a quarterly basis as part of the information on the underlying exposures as per Article 7 (1) (a) of the Securitisation Regulation and as applicable.</p>  |

| #  | Criterion Article 22 (5)  | Verification Report  |
|----|---|--|
| 43 | Compliance with the provisions of Art. 7 of the Securitisation Regulation (regarding <b>Transparency</b> ) is the responsibility of the Originator or Sponsor | <p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>For the purposes of Article 7(2) of the Securitisation Regulation, the Seller agreed, pursuant to the RPA, to act as the Reporting Entity for this Transaction. In this regard the Seller confirms in Sections "Disclosure Requirements under Securitisation Regulation" and "GENERAL INFORMATION", Subsection "Post-issuance Reporting" of the OC that it will fulfil the provisions of Art. 7 of the Securitisation Regulation as follows:</p> <ul style="list-style-type: none"> <li>• Art. 7(1)(a): Loan level data will be made available for the first time after the first Payment Date (scheduled for 20 June 2022) and then at least on a quarterly basis. In addition, this information has been made available prior to pricing in draft form based on the preliminary pool.</li> <li>• Art. 7(1)(b): The relevant Transaction Documents in draft form have been made available prior to pricing on the website of the European DataWarehouse at <a href="http://www.eurodw.eu">www.eurodw.eu</a>. The Transaction Documents will be available in final form within 15 days after the Closing Date on the same website.</li> <li>• Art. 7(1)(c): Not applicable.</li> <li>• Art. 7(1)(d): In accordance with the RTS for notification, the notification has been provided to investors in draft form prior to pricing on the website of the European DataWarehouse at <a href="http://www.eurodw.eu">www.eurodw.eu</a>. The notification will be made available in final form within 15 days after the Closing Date on the same website and on ESMA's website.</li> <li>• Art. 7(1)(e): The Investor Report will be made available for the first time on or after the first Payment Date (scheduled for 20 June 2022) and then at least on a quarterly basis.</li> <li>• Art. 7(1)(f): Ad hoc announcements will be published as soon as they need to be published under the MAR.</li> <li>• Art. 7(1)(g): If a "Significant Event" occurs, investors will be informed immediately</li> </ul> |

As a result of the verifications documented above, we confirm to BMW Bank GmbH that the STS criteria pursuant to Article 19 to 22 of the European Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 for the transaction "**Bavarian Sky S.A., acting in respect of its Compartment German Auto Loans 11**" have been fulfilled.

#### SVI contact details:

Michael Osswald  
Managing Director  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-10  
[michael.osswald@svi-gmbh.com](mailto:michael.osswald@svi-gmbh.com)

Marco Pause  
Director  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-43  
[marco.pause@svi-gmbh.com](mailto:marco.pause@svi-gmbh.com)

Salah Maklada  
Associate Director  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-45  
[salah.maklada@svi-gmbh.com](mailto:salah.maklada@svi-gmbh.com)

Yves Gafumbegete  
Associate  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-42  
[yves.gafumbegete@svi-gmbh.com](mailto:yves.gafumbegete@svi-gmbh.com)