

Final Verification Report

In respect of the Transaction

„abc SME Lease Germany SA, acting in respect of its Compartment 6“
(abcbank GmbH)



19 November 2019

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 Art 27 (2) of the Securitisation Regulation.

Mandating of SVI and verification steps

On 17 May 2019, SVI has been mandated by the Seller (abcbank GmbH) to verify compliance with the STS criteria pursuant to Article 28 of the Securitisation Regulation for the securitisation transaction "abc SME Lease Germany, Comp. 6" (the "Transaction").

As part of our verification work, we have met with representatives of abcfinance GmbH and abcbank GmbH to conduct an onsite due diligence meeting in Cologne on 27 June 2019. In addition, we have discussed selected aspects of the Transaction with abcfinance, abcbank and legal counsel and obtained additional information on the transaction structure, the underwriting and servicing procedures of abcbank and the underlying transaction documentation.

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

- Final offering circular
- German Legal Opinion
- Receivables Purchase Agreement
- Servicing Agreement
- Account Agreement
- Due Diligence Presentation by abcfinance/abcbank

- Agreed-upon Procedures
- Latest version of the liability cash flow model
- Data Package received by abcbank
- Draft Investor Report received from abcbank
- 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 on the basis of three fulfilment values (traffic light status):

Criterion is fully met	
Criterion is mostly met, but with comments or requests for missing information	
Criterion not (yet) met on the basis of 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. For a full description of the methodology used by SVI for the Verification can be found in the Verification Manual on our website: ww.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 22 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 SVI verification 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.

Investors should therefore not evaluate their investment in notes on the basis of this Final Verification Report.

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

LIST OF ABBREVIATIONS/DEFINITIONS

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

abcbank	abcbank GmbH
abcfinance	abcfinance GmbH
abc SME Lease Germany, Comp. 6	abc SME Lease Germany SA, acting in respect of its Compartment 6
AuP	Agreed-upon Procedures
BaFin	Bundesanstalt für Finanzdienstleistungsaufsicht (German Federal Financial Supervisory Authority)
CF-Model	Cash Flow-Model
Data Package	Data package received from abcbank
Due Diligence	Due diligence meeting in Cologne on 27 June 2019
Due Diligence Presentation	Due diligence presentation by abcfinance/abcbank
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
Final Prospectus	Final Offering Circular
Final Verification Report	Final Verification Report prepared by SVI in respect of the Transaction
Investor Report	Investor report received from abcbank
Issuer	abc SME Lease Germany, Comp. 6
Lessors	Each of abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH and ETL Leasing GmbH & Co.KG
LO	Legal Opinion
Master Servicer	abcbank GmbH
Originators	Abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH and ETL Leasing GmbH & Co KG
Preliminary Prospectus	Preliminary Offering Circular dated 28 October 2019
Preliminary Verification Report	Preliminary Verification Report prepared by SVI in respect of the Transaction
RPA	Receivables Purchase Agreement

Securitisation Regulation	Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012
Seller	abcbank GmbH
Servicer	abcbank GmbH
SPV	Special Purpose Vehicle or Issuer
Subordinated Loan Provider	abcbank GmbH
Sub-Servicer	Each of abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH and ETL Leasing GmbH & Co.KG
Transaction	The securitisation of commercial lease receivables involving abc SME Lease Germany, Comp. 6 as Issuer

#	Criterion Article 20 (1)	Verification Report
1	Assignment or transfer of ownership of the risk positions takes place by means of a true sale and is legally enforceable.	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence (Prospectus)</p> <p>The legal opinion confirms the assignment and the transfer of title to the underlying lease receivables from the Seller to the SPV through a true sale with respect to the valid security transfer of title of the lease objects (all subject to customary qualifications). The legal opinion confirms the legal enforceability of the true sale, assignment or transfer against the Seller and third parties in a hypothetical insolvency scenario of the Seller with respect to the valid, legally binding and enforceable rights and obligations of the parties to the German law documents, with respect to the valid transfer of security title of the leased objects (all subject to customary qualifications).</p> <p>The Legal Opinion confirms that there are no increased risks with regard to claw-back and re-characterisation.</p> <p>The RPA contains in Section 11.1 (i) a representation and warranty by the Seller as of the cut-off date that each of the underlying lease receivables offered for purchase meets the Eligibility Criteria which include under item 2. the requirement that the underlying lease receivables constitute the legally valid, binding and enforceable obligation of the respective lessees.</p>
#	Criterion Article 20 (1)	Verification Report
2	Requirements for the external legal opinion	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>The LO is provided by Hengeler Mueller, a well-known law firm with expertise in the area of securitisation.</p> <p>The legal opinion is made available to SVI as third-party verification agent and to competent supervisory authorities.</p>
#	Criterion Article 20 (2)	Verification Report
3	Specification of increased claw-back risks : 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 laws are considered non-increased claw-back risks under Art. 20 (3) of the Securitisation Regulation.</p> <p>Under applicable German insolvency law in respect of a transfer within certain time periods prior to and after the filing of insolvency proceedings the SPV must demonstrate that it had no knowledge of the Seller's insolvency.</p> <p>To mitigate against this, the conditions precedent in Schedule 1 of the RPA require the delivery of a solvency certificate from the Seller to the Issuer as of the signing date. In addition, sections 11.1 (d) and (g) of the RPA provides for representations and warranties of the Seller as of the offer date to the effect that there are no insolvency proceedings against it and no change in its business or financial position since its last annual report which would materially or adversely affect its ability to perform its</p>

obligations under the documents. The solvency certificate as well as such representation and warranty on the issue date may be used by the SPV to demonstrate its non-knowledge of the Seller's insolvency.

#	Criterion Article 20 (3)	Verification Report
4	Specification of non-increased claw-back risks: National insolvency laws are harmless, as they provide for the possibility of reassignment in other unfair ways in the event of fraud, damage to creditors or favouring other creditors.	<p><u>Verification Method:</u> Legal (Legal opinion)</p> <p>Applicable German insolvency laws are considered not to represent any severe claw-back risks (see above under #3).</p>

#	Criterion Article 20 (4)	Verification Report
5	If the sale and transfer is not taking place directly between the seller and the SPV but intermediate sales take place, is the true sale still fulfilled?	<p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>Under the chosen two-step Transaction structure, the assignment and transfer of title to the underlying lease receivables from the Seller (abcbank) to the SPV is preceded by a transfer of the lease receivables from the four originating Lessors via forfeiting to the Seller (for further details please refer below to # 17).</p> <p>In order to reflect the above-mentioned two-step structure, SVI has obtained from qualified external legal counsel a further German law statement relating to the underlying transfer of the receivables from the originating Lessors to the Seller. This confirms that the assignment of the respective Receivables is valid under German law if such Receivables are effectively assigned prior to the commencement of insolvency proceedings relating to the relevant Lessor, and will be recognised in any insolvency proceeding against such Lessor as effective. In addition to this, the Seller confirms in the RPA that it has the sole legal title and has the right to dispose of (<i>ist Verfügungsbefugt</i>) of the Receivables, the related Lease Objects and the other Related Collateral relating to such Receivables, which are the subject of the Offer under the RPA, that until the Purchase Date, title to such Receivables and the Related Collateral is free of any rights of any third party other than, with respect to the Lease Objects on the basis of the related security arrangement (<i>Sicherungsabrede</i>), with the respective Lessor and that it has not disposed of (<i>verfügt</i>) such Receivables, such Lease Objects or such other Related Collateral other than as contemplated under the RPA; no attachment orders (<i>Pfändungen</i>) have been issued in relation to such Receivables, such Lease Objects, or such other Related Collateral., see in this regard section "Representations, Warranties and Covenants", subsection 11.1 (h) of the RPA. On the basis of the received statement from qualified external legal counsel in combination with the representations and warranties of the Seller, SVI is of the opinion that the true sale can be regarded as fulfilled in connection with the intermediate sale.</p>

#	Criterion Article 20 (5)	Verification Report
6	If the transfer of receivables takes place at a later stage , 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 underlying exposures will occur on the closing date of the transaction (scheduled for 19 November 2019), i.e. there will be no transfer of receivables at a later stage.</p>
#	Criterion Article 20 (6)	Verification Report
7	Representations and warranties of the seller with regard to the legal condition of the receivables	<p><u>Verification Method</u>: Legal (Receivable purchase agreement)</p> <p>The Seller warrants that the Relevant Receivables arising under the Lease Agreements and the Related Collateral, purchased by the Seller from the Lessors and originated by the respective Lessors in accordance with the Credit and Collection Policies, are legal, valid, binding and enforceable contractual obligations of the respective Lessee, see in this regard section "Representations and Warranties", of the RPA and section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria" of the Final Prospectus.</p>
#	Criterion Article 20 (7)	Verification Report
8	Clear selection criteria (' eligibility criteria ') and no active portfolio management (I / III)	<p><u>Verification Method</u>: Legal (Receivable purchase agreement)</p> <p>The Relevant Receivables transferred from the Seller to the SPV are selected according to predetermined, clear and documented eligibility criteria, see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria" of the Final Prospectus.</p> <p>The transaction is amortising and does not feature a revolving period.</p> <p>There are no exposures that will be transferred to the SPV after closing of the transaction.</p> <p>As a result of the above, the criterion "no active portfolio management" is fulfilled. In the RPA, the Seller additionally assures that no active portfolio management takes place, see section "Covenants", subsection "No Active Portfolio Management".</p>
#	Criterion Article 20 (7)	Verification Report
9	Clear selection criteria ('eligibility criteria') and no	<p><u>Verification Method</u>: Due Diligence</p> <p>The underlying exposures in the provisional and the final pool are selected based on a well-established, random selection process.</p>

	active portfolio management (II / III)	In case any Lease Agreement relating to a Relevant Receivable proves not to have been legally valid as of the Purchase Date, the Seller will be obliged to pay to the Issuer a Deemed Collection in an amount equal to the Outstanding Nominal Amount of such Relevant Receivable pursuant to the Receivables Purchase Agreement, see clause "15. Deemed Collection" of the RPA and section "CERTAIN DEFINITIONS", definition of "Deemed Collection", in the Final Prospectus. There will, however, be no substitution of the ineligible receivable with a new receivable.
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#	Criterion Article 20 (7)	Verification Report
10	Clear selection criteria ('eligibility criteria') and no active portfolio management (III / III)	<p><u>Verification Method:</u> Data (AuP Report)</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample, covers the key eligibility criteria specified for the Transaction. Please also refer to #39 for a summary of the scope of the asset audit.</p>

#	Criterion Article 20 (8)	Verification Report
11	Securitisation of a homogeneous 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) (iv) of the RTS on Homogeneity of the underlying exposures (i.e. credit facilities, including loans and leases, provided to any type of enterprise or corporation).</p> <p>The Seller has chosen the homogeneity factor according to Art. 2 (3) (b) (ii) of the RTS on Homogeneity of the underlying exposures, i.e. jurisdiction, whereby the pool shall consist of underlying exposures relating to lessees with residence in one jurisdiction (Germany) only, see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 20 of the Final Prospectus.</p>

#	Criterion Article 20 (8)	Verification Report
12	Securitisation of a homogeneous portfolio in terms of asset classes (II / III)	<p><u>Verification Method:</u> 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.</p> <p>The processes assure that only lessees 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
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 data field "Jurisdiction of the debtor ("Postleitzahl" or postal code)", part of the Eligibility Criteria Verification as further described in #39. The lease contracts have been entered into exclusively with lessees which have their establishment in Germany, see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 20 of the Final Prospectus. Please also refer to #11.</p>
14	The underlying exposures contain obligations that are contractually binding and enforceable	<p><u>Verification Method</u>: Legal (Legal opinion) / Due Diligence</p> <p>Section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 2 of the Final Prospectus contain warranties by the Seller as to the legally valid, binding and enforceable nature of the underlying exposures, i.e. the Receivables and the underlying Lease Agreements. Please also refer to #1.</p>
15	The underlying exposures have defined periodic payment streams and do not include transferable securities 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 arise from a lease agreement or hire purchase agreement which, in each case, is calculated on a full amortisation basis and establishes contractually agreed fixed leasing instalments or contractually agreed fixed hire purchase instalments throughout the term thereof in accordance with a predetermined amortisation schedule set out therein. The lease agreements or hire purchase agreements have been originated by abcfinance GmbH, milon financial services GmbH, Hako Finance GmbH and ETL Leasing GmbH in respect of commercial clients. For the purposes of the transaction, the four product types (Full Amortisation Leasing, Partial Amortisation Leasing, Hire Purchase and Hire / Terminable), which in turn can be distinguished into a total of 9 different contract types, differ mainly in relation to the treatment of residual values for the financed equipment (residual values are part of the product type Partial Amortisation Leasing, but are not securitised as part of the Transaction) but do not differ structurally in terms of payment streams (with the exception of a small portion of final balloon payment for the product types Hire Purchase and Hire / Terminable), as discussed in the Due Diligence.</p> <p>The underlying exposures represent the finance portion (itself comprising a claim against the lessees under the relevant Lease Agreements, including, but not limited to the outstanding scheduled current instalments, but excluding any claims relating to any Excluded Portions (will mean with respect to each outstanding scheduled current instalment to the extent applicable, any VAT portion, insurance premium portion and maintenance portion as well as any fees, costs, default interest, late payment or similar charges relating to such instalment)) to be paid by the respective Lessees under the relevant Lease Agreements, see section "OUTLINE OF THE TRANSACTION", subsection "The Pool: Relevant Receivables and Related Collateral" of the Final Prospectus)</p>

		<p>paid by the lessee during the term of the lease agreement or hire-purchase agreement and have defined periodic payment streams during that term.</p> <p>The eligibility criteria restrict the underlying exposures to Receivables arising from lease agreements or hire-purchase agreements originated under a lease or a hire purchase contract. The compliance of the provisional pool with the eligibility criteria has been verified through the Eligibility Criteria Verification (see #39).</p>
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#	Criterion Article 20 (9)	Verification Report
16	Are there any securitisation positions 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 arising from lease agreements or hire-purchase agreements originated under a lease or a hire purchase contract, thereby assuring that no securitisation position may become part of the portfolio. The compliance of the provisional pool with the eligibility criteria has been verified through the Eligibility Criteria Verification (see # 39).</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 Seller and not permitted under the Sellers' underwriting policy.</p>

#	Criterion Article 20 (10)	Verification Report
17	Origination of underlying exposures in the ordinary course of business and in accordance with underwriting standards that are no less stringent than those applied to non-securitised risk positions	<p><u>Verification Method:</u> Legal (Underwriting and Servicing Policy) / Due Diligence</p> <p>With regard to the transaction structure there are four originators/ lessors/ sub-servicers, namely, abcfinance GmbH, milon financial services GmbH, ETL Leasing GmbH & Co. KG and Hako Finance GmbH. For refinancing purposes the four companies transfer the lease receivables via forfaiting to abcbank. abcbank acts as a centralised master servicer and it is ensured that the procedures with regard to the Credit and Collection Policies are identical for all Lessors and the Seller. abcbank is a banking institution based in Germany and the business activities of abcbank is to refinance abcfinance Group's leasing and factoring business and to offer private, commercial and institutional providers investment products in form of overnight money, time deposits, fixed-term deposits and bonds savings. It is subject to the supervision of the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and the German Central Bank (Deutsche Bundesbank) in accordance with the German Banking Act (Kreditwesengesetz). (see sections "THE SELLER" and "CREDIT AND COLLECTION POLICIES" in the Final Prospectus.</p> <p>As presented and discussed in the Due Diligence, the well-developed, highly professional and reasonably automated organisation of abcbank's business procedures is in line with the volume and quantity of business transactions. Sales are made via the group's own sales force, a sales network of brokers throughout Germany, Austria and the Netherlands.</p>

	<p>abcbank'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. The underlying exposures are selected for securitisation using a random selection process (see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 1 of the Final Prospectus).</p> <p>The underlying exposures are similar to the non-securitised contracts in the asset type of "credit facilities, including loans and leases, provided to any type of enterprise or corporation" due to the strictly random selection process.</p> <p>Since no exposures will be transferred to the Issuer after closing (static portfolio), no obligation to disclose material changes to the underwriting policy after the closing of the Transaction applies.</p>
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#	Criterion Article 20 (10)	Verification Report
18	Underwriting standards 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 Seller and of each Lessor involved in the underwriting do not know whether a risk position currently being processed for application will be securitised at a later stage or not.</p>

#	Criterion Article 20 (10)	Verification Report
19	Assessment of the borrower's creditworthiness performed in accordance with Article 8 of Directive 2008/48/EC, or paragraphs 1 to 4, point (a) of paragraph 5 and paragraph 6 of Article 18 of Directive 2014/17/EU or, if applicable, the analogous provisions of a third country	<p><u>Verification Method</u>: regulatory / legal / due diligence / data</p> <p>abcbank is a banking institution (Kreditinstitut) according to §1 German Banking Act. As such, the Seller is supervised by BaFin and by the German Bundesbank in accordance with the German Banking Act (see section "THE SELLER" of the Final Prospectus). The Lessors are also supervised by BaFin. Both abcbank and the Lessors perform the „Assessment of the borrower's creditworthiness" with respect to lease contracts in a uniform manner and in accordance with usual banking standards under paragraphs 18 and 18 a of the German Banking Act (KWG).</p>

#	Criterion Article 20 (10)	Verification Report
20	Originator's experience (management and senior staff) in origination of risk positions	<p><u>Verification Method</u>: Regulatory (suitable proof incl. Imprint Website) / Due Diligence</p> <p>For refinancing purposes the Lessors transfer the lease receivables via forfeiting to abcbank. abcbank acts as a centralised master servicer and it is ensured that the procedures with regard to the Credit and Collection Policies are identical for all Lessors and the Seller. As institutions, the Seller and the Lessors have at least 5 years of experience in origination and underwriting of exposures similar to those securitised, see sections "THE SELLER" and "The Lessors and Sub-Servicers" of the Final Prospectus and as confirmed during the Due Diligence.</p>
#	Criterion Article 20 (11)	Verification Report
21	The underlying exposures are transferred without undue delay after selection	<p><u>Verification Method</u>: Legal (Transaction documents)</p> <p>The dates of the preliminary and final pool cuts are 31 July 2019 and 31 October 2019, respectively. Transfer of the final pool will occur at closing (scheduled for 19 November 2019), i.e. without undue delay.</p>
#	Criterion Article 20 (11)	Verification Report
22	The underlying exposures do not include any defaulted exposures or to debtors/guarantors with impaired creditworthiness	<p><u>Verification Method</u>: Regulatory (suitable proof incl. Imprint Website) / Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Seller is an institution subject to Regulation (EU) 575/2013. As presented in the Due Diligence and confirmed in the Final Prospectus the Relevant 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 Seller'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 "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 6 of the Final Prospectus).</p> <p>Furthermore, the underlying exposures will not include lease receivables relating to credit-impaired lessees or guarantors who (1) have been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years prior to the date of origination or has undergone 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, except if a restructured Receivable has not presented new arrears since the date of its restructuring and such restructuring was completed at least 1 year prior to the date of assignment of such Receivable to the Issuer pursuant to the RPA and if the information provided by the Seller and the Issuer in accordance with Article 7(1)(a) and (e)(i) of the Securitisation Regulation explicitly sets out the proportion of restructured receivables, the time and details of the restructuring as well as their performance since the date of such restructuring; (2) were, at the time of origination, on a public credit registry of persons with adverse credit history; or (3) have a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable receivables held by the Seller which are not securitised (see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 18 of the Final Prospectus).</p>

	<p>The Seller represents, with regards to the question which sources of information it has used to identify defaulted exposures and to determine if a borrower or guarantor is credit-impaired, that it has obtained information (1) from the lessee on origination of the exposures, (2) in the course of abcbank's servicing of the exposures or abcbank's risk management procedures, or (3) from a third party, see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 18 of the Final Prospectus. 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 Seller has IT systems in place to ensure that defaulted exposures or exposures to debtors/guarantors with impaired creditworthiness are excluded from the provisional or final pool cut.</p>
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#	Criterion Article 20 (11)	Verification Report
23	The risk positions do not have a credit assessment or a credit score 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 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 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 Lessors and transfer via forfeiting to abcbank.</p>

#	Criterion Article 20 (12)	Verification Report
24	At the time of the transfer, the debtor has paid at least 1 instalment	<p><u>Verification Method:</u> Legal (Transaction documents) / Data (AuP Report)</p> <p>The Seller warrants that on the cut-off date at least 1 instalment has been paid in respect of each lease contract, see section "DESCRIPTION OF THE POOL", subsection "Eligibility Criteria", item 17 of the Final Prospectus.</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 #39, Article 22 (3) of the Securitisation Regulation), covers the above mentioned eligibility criteria.
#	Criterion Article 20 (13)	Verification Report
25	The repayment of the securitisation position should not be predominantly dependent on the sale of assets collateralising the underlying exposures	<p><u>Verification Method:</u> Legal (Transaction document) / Due Diligence / Data</p> <p>The Transaction does not, for the repayment of the securitisation positions, rely in any way on the sale of assets. This is achieved mainly by the fact that the residual value (RV) portion of the product type Partial Amortisation Leasing, which bears the potential risk that the value of the underlying lease receivables could fluctuate, does not form part of the underlying exposures (also see above, #15, Art. 20 (8) of the Securitisation Regulation).</p> <p>In addition, the timing of the maturities of the underlying exposures mentioned above are not subject to material concentrations and the value of the underlying exposures mentioned above per single obligor does not exceed 2% of the aggregated receivables balance.</p>
#	Criterion Article 21 (1)	Verification Report
26	Risk retention (Art. 6.1 of the Securitisation Regulation), usually by the Originator	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>Holder of risk retention: abcbank GmbH as Seller, see section "RISK FACTORS", subsection "Risk Retention and Due Diligence Requirements" and section "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS", subsection "Risk Retention and Due Diligence in the European Union" of the Final Prospectus.</p> <p>Type of risk retention: in accordance with Articles 6 (1) and 6 (3) (d) of Securitisation Regulation, see section "RISK FACTORS", subsection "Risk Retention and Due Diligence Requirements" of the Final Prospectus. The Seller will retain on an ongoing basis an aggregate principal amount equal to at least 5 per cent. The Seller undertakes to retain the Retained Class C Notes and not to sell and/or transfer them (whether in full or in part) to any third party until the earlier of (i) the redemption of the Class A Notes and the Class B Notes in full and (ii) the Legal Redemption Date.</p> <p>The monthly Investor Reports will also set out monthly confirmation regarding the continued holding of the risk retention by the Seller, as confirmed by the Seller (see section "RISK FACTORS", subsection "Risk Retention and Due Diligence Requirements" and section "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS", subsection "Risk Retention and Due Diligence in the European Union" of the Final Prospectus).</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 FACTORS", subsection "Risk Retention and Due Diligence Requirements" and section "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS", subsection "Risk Retention and Due Diligence in the European Union" of the Final Prospectus.</p>

#	Criterion Article 21 (2)	Verification Report
27	Appropriate hedging of interest rate and currency risks, no derivatives as underlying risk positions (I / II)	<p><u>Verification Method</u>: Due Diligence</p> <p>Both the interest rate on the underlying portfolio and the interest rate on the notes are fixed. As a result, the issuer is not exposed to interest rate risks and therefore the use of an interest rate swap in the transaction is irrelevant.</p> <p>Both assets and liabilities of the Issuer are EUR denominated hence no currency risk occurs.</p>
#	Criterion Article 21 (2)	Verification Report
28	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>For this transaction there are no currency risks or interest rate risks that need to be hedged, see # 27</p>
#	Criterion Article 21 (3)	Verification Report
29	Generally used reference rates for interest payments	<p><u>Verification Method</u>: Legal (Transaction documents)</p> <p>No reference rates apply to the Relevant Receivables which bear fixed interest rates.</p> <p>The Class A Notes and the Class B Notes will bear fixed interest rates. The Interest Rate payable on the Class C Notes shall be variable, see section "OUTLINE OF THE TRANSACTION", subsection "Interest" as well as section "TERMS AND CONDITIONS OF THE NOTES", in the Final Prospectus. Reference rates for interest payments are not relevant in this transaction.</p> <p>The interest for the Cash Accounts will be based on EONIA, constituting a market standard reference rate.</p> <p>Currency hedges are not provided for in the transaction structure.</p>
#	Criterion Article 21 (4)	Verification Report
30	Requirements in the event of an enforcement or delivery of an acceleration notice	<p><u>Verification Method</u>: Legal (Transaction documents)</p> <p>After the occurrence of an Issuer Event of Default the priority of payment changes from the Pre-Enforcement Order of Priority to the Post-Enforcement Order of Priority. This requires:</p> <ul style="list-style-type: none"> no cash will be retained with the Issuer, see section "THE MAIN PROVISIONS OF THE TRUST AGREEMENT", subsection "Post-Enforcement Order of Priority" of the Final Prospectus.

	<ul style="list-style-type: none"> the principal receipts from the underlying exposures will be used for the fully sequential amortisation of the securitisation positions as determined by the seniority of the securitisation position, see section "THE MAIN PROVISIONS OF THE TRUST AGREEMENT", subsection "Post-Enforcement Order of Priority" of the Final Prospectus. all creditors of a class of notes will be served equally. 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. no automatic liquidation or sale of risk positions or assets is provided for.
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#	Criterion Article 21 (5)	Verification Report
31	Sequential repayment as fall-back in the event of a deterioration in portfolio quality for Transactions that feature a non-sequential priority of payments	<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
32	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>n.a. (no revolving period)</p>
	a) deterioration in the credit quality of the underlying exposures below a predefined threshold	n.a. (no revolving period)
	b) insolvency-related events in relation to the Originator or the Servicer	n.a. (no revolving period)
	c) decline in value of the underlying exposures below a predefined threshold	n.a. (no revolving period)

	d) failure to generate sufficient new underlying exposures for replenishments under revolving Transactions	n.a. (no revolving period)
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#	Criterion Article 21 (7)	Verification Report
33	<p>Clear rules in the Transaction documentation regarding obligations, tasks and responsibilities of the Servicer, trustees and other ancillary service providers</p>	<p><u>Verification Method</u>: Legal (Transaction documents)</p> <p>The Servicing Agreement provides for a clear specification of the contractual obligations, duties and responsibilities of the Master Servicer, especially with regard to the servicing, monitoring, reporting and monthly transfers to mitigate for commingling risk, as well as the provisions for a potential replacement in case of a Master Servicer Termination Event, see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Servicing Agreement" of the Final Prospectus or the Servicing Agreement.</p> <p>Similar provisions for the obligations, duties and responsibilities of the Management Company which is administering the Issuer (Circumference, Luxembourg), the Trustees (Wilmington, Frankfurt as Security Trustee and Wilmington, Dublin as Data Trustee), the Account Bank (Bank of New York Mellon, Frankfurt), the Cash Administrator (Circumference, Luxembourg) and the Principal Paying Agent (Bank of New York Mellon, London) and other ancillary service providers are provided for in the Final Prospectus, see section "OUTLINE OF THE TRANSACTION", subsection "The Parties".</p> <p>The transaction documentation specifies clearly provisions that ensure the replacement of liquidity providers and the Account Bank in the case of their default, insolvency, and other specified events, where applicable. In respect of the Account Bank provisions exist for its replacement if the Account Bank ceases to have the required rating as set out in in section "Maintenance of each Account and Transfer of each Account", of the Accounts Agreement.</p>

#	Criterion Article 21 (8)	Verification Report
34	<p>Experience of the Servicer (management and senior staff) in the servicing of exposures of a similar nature to those securitised</p>	<p><u>Verification Method</u>: Regulatory (suitable proof) / Legal (Transaction documents) / Due Diligence</p> <p>abcbank is a banking institution (Kreditinstitut) according to §1 German Banking Act. As such, abcbank acting as Master Servicer is supervised by BaFin and by the German Bundesbank in accordance with the German Banking Act (see section "THE SELLER" of the Final Prospectus). The Lessors are also supervised by BaFin.</p> <p>The Final Prospectus contains information on the experience of abcbank as a Seller and Master Servicer and on the experience of the Lessors as Sub Servicers, see sections "THE SELLER", "CREDIT AND COLLECTION POLICIES" and "The Lessors and the Sub-Servicers" of the Final Prospectus.</p> <p>The experience and expertise of the management and the senior staff has been confirmed during the Due Diligence.</p>

		Based on the above, abcbank as Master Servicer and the Lessors as Sub Servicers are deemed to have the relevant expertise as an entity being active as servicer of lease receivables for of more than 5 years and as servicer of lease receivables securitisations for more than 5 years, and no contrary findings were observed in the Due Diligence.
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#	Criterion Article 21 (8)	Verification Report
35	Appropriate and well documented risk management and service policies, procedures and controls	<p><u>Verification Method</u>: Regulatory (suitable proof) / Due Diligence</p> <p>As a result of the regulatory status (see # 34 above), abcbank and the Sub-Servicers have 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
36	Clear and coherent definitions, regulations and possible measures with regard to the servicing of non-performing exposures , specification of the priorities of payment	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence</p> <p>The credit and collection policy of abcbank and the Sub-Servicers (see section "CREDIT AND COLLECTION POLICIES" of the Final Prospectus) which must be complied in respect of the servicing of the Relevant Receivables and the Related Collateral by the Master Servicer and the Sub-Servicers in accordance with the Servicing Agreement (as summarised in section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Servicing Agreement" of the Final Prospectus) contains a description of procedures related to:</p> <ul style="list-style-type: none"> • Dunning Process • Bad Debt Department and Legal Action • Risk Provisioning and Write-off Principles • Remarketing of Lease Objects <p>The loss definition used in the Transaction refers to the term „Defaulted Receivables“ which means any Receivable in relation to which:</p> <ol style="list-style-type: none"> (i) an amount of at least any portion of monthly Lease Instalment due and payable under the relevant Lease Agreement remains unpaid for at least one hundred and eighty (180) consecutive calendar days; (ii) the Lessor which originated such Receivable has written-off such Receivable in accordance with the Credit and Collection Policies or; or (iii) insolvency proceedings have been commenced pursuant to Section 13 of the German Insolvency Code (Insolvenzordnung) with respect to the relevant Lessee, unless any such application for insolvency proceedings has been dismissed within thirty (30) days from and excluding the day it is filed (unless dismissed on the ground that the costs of the insolvency proceedings were likely to exceed the assets of such Lessee (<i>Abweisung mangels Masse</i>)).

		<p>This definition is consistently used in the Final Prospectus.</p> <p>The Transaction documentation clearly specifies the priorities of payment (Pre-Enforcement Order of Priority and Post-Enforcement Order of Priority), see section "OUTLINE OF THE TRANSACTION", subsection "Status and Priority" and section "TERMS AND CONDITIONS OF THE NOTES", subsection "Status and Priority" of the Final Prospectus, and the events which trigger changes in such priorities of payment, see definition of "Issuer Event of Default" in section "TERMS AND CONDITIONS OF THE NOTES", subsection "Provision of Security; Limited Payment Obligation; Issuer Event of Default" in the Final Prospectus.</p> <p>The procedures presented and discussed in the Due Diligence correspond to the description in the Final Prospectus and no contrary findings could be observed.</p>
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#	Criterion Article 21 (10)	Verification Report
37	Clear rules in the event of conflicts between the different classes of noteholders	<p><u>Verification Method</u>: Regulatory / Legal (Transaction documents)</p> <p>The notes will be issued on the basis of the German Act on Debt Securities (Schuldverschreibungsgesetz - SchVG), see for instance section "OUTLINE OF THE TRANSACTION", subsection "Resolutions of Noteholders" of the Final Prospectus. The law lays down clear rules in the event of conflicts between the different classes of noteholders.</p>

#	Criterion Article 22 (1)	Verification Report
38	Provision of historical performance data before pricing	<p><u>Verification Method</u>: Legal (Transaction document) / Due Diligence</p> <p>The historical performance data provided by the Seller include the following areas:</p> <ul style="list-style-type: none"> a) Gross defaults (i.e. losses before recoveries) in static format (covering the period from Q1 2012 until Q2 2019), separate for the total portfolio, Vehicles, Facilities, Machines and Solariums. b) Recoveries in static format (covering the period from Q1 2012 until Q2 2019), separate for the total portfolio, Vehicles, Facilities, Machines and Solariums. c) Delinquencies on a monthly basis (covering the period from January 2012 until May 2019). <p>The data history, which is provided prior to pricing in the form of a Data Package, covers a period of at least 5 years required under Article 22 (1) of the Securitisation Regulation, see section "DESCRIPTION OF THE POOL" in the Final Prospectus.</p> <p>Given that the most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio, namely the factors described in #23, are the same to the overall portfolio for which the above mentioned historical performance data have been procured, comparability between the securitised portfolio and the Originators' overall portfolio ("substantially similar exposures") is ensured.</p>

#	Criterion Article 22 (2)	Verification Report
39	Performance of an asset audit on the basis of a sample and defined audit steps (Agreed upon Procedures, AuP) by an external independent party	<p><u>Verification Method:</u> Legal (AuP Report)</p> <p>The Seller has mandated a qualified and experienced audit firm to perform the asset audit followed by the audit firm. The asset audit and the AuP include both of the following:</p> <ul style="list-style-type: none"> a) a verification of the compliance of the underlying exposures in the portfolio with the key eligibility criteria (the "Eligibility Criteria Verification"); and b) verification that the data disclosed to investors in the Final Prospectus in respect of the underlying exposures is accurate (the "Prospectus Data Verification"). <p>The sample drawn for the Eligibility Criteria Verification is representative of the securitised portfolio, based on the provisional pool cut dated 31 July 2019. This is ensured by a sufficiently large sample and random selection, applying a 99% confidence level. The draft report prepared by the audit firm with regards to the Eligibility Criteria Verification has been made available to SVI on 27 August 2019. The draft report confirms that the Eligibility Criteria Verification has occurred and that no significant adverse findings have been found.</p> <p>The Final Prospectus Data Verification was performed by the audit firm based on the final pool cut as of 31 October 2019. The final report to be prepared by the audit firm on this subject was completed on 12 November 2019 and received by SVI on the same day. This verification is based on a plausibility check in reference to 19 specified stratification tables per Final Cut-Off Date 31 October 2019, which comprised a comparison and recalculation of data shown in the Data Tape (containing loan level data) with the information given in the stratifications. The stratification tables are be part of the Preliminary (18 tables) and the Final Prospectus (19 tables), respectively.</p> <p>The Final Prospectus Data Verification has resulted in a confirmation that for each of the stratification tables all numbers shown in the respective stratification table are in agreement with the results of the recalculations. The Final Prospectus Data Verification did not reveal any discrepancies.</p>

#	Criterion Article 22 (3)	Verification Report
40	Provision of a precise liability cash flow model to the investors prior to pricing by the Originator; "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 Intex on behalf of the Seller. It is provided as web-based tool and can be accessed via http://www.intex.com. In order to verify the compliance under Article 22 (3) of the Securitisation Regulation, SVI has performed checks of the functionality of the CF-model. The CF-Model accurately reflects the contractual relationships and cash flows from and to the securitised portfolio, cash accounts, Class A, Class B and Class C Noteholders, the Subordinated Loan Provider, the Seller and the Master Servicer as well as other parties involved. The checks performed by SVI 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>

		The CF-Model is available since 6 September 2019 and hence has been provided before pricing which has occurred on or around the week of 4 November 2019.
		The Seller undertakes to provide potential investors with the CF-Model upon request.

#	Criterion Article 22 (4)	Verification Report
41	For residential mortgage loan, auto loan or leasing portfolios: publication of information on the environmental performance of the assets financed by such underlying exposures (energy performance certificates)	<p><u>Verification Method</u>: Legal (Transaction documents, Due Diligence)</p> <p>Information on the environmental performance of the assets financed by such underlying exposures (energy performance certificates) are not required for the asset class "equipment leasing".</p>

#	Criterion Article 22 (5)	Verification Report
42	Compliance with the provisions of Art. 7 of the Securitisation Regulation (regarding Transparency) is the responsibility of the Originator or Sponsor	<p><u>Verification Method</u>: Legal (Transaction documents) / Due Diligence</p> <p>The Originator confirms in the Final Prospectus (section "DISCLAIMER", pages 4 – 5 and section "RISK FACTORS" subsection "Risk Retention and Due Diligence Requirements" and section "REGULATORY REQUIREMENTS FOR INVESTOR INSTITUTIONS", subsection "Risk Retention and Due Diligence in the European Union") that it will fulfil the provisions of Art. 7 of the Securitisation Regulation as follows:</p> <ul style="list-style-type: none"> - Art. 7 (1) (a): Loan level data has been made available prior to pricing, and will be made available on the payment date one month after closing and then on a monthly basis. - Art. 7 (1) (b): The Final Prospectus and transaction documents will be made available at the latest 15 days after closing of the Transaction. - Art. 7 (1) (c): Not applicable. - Art. 7 (1) (d): In accordance with the draft RTS for notification, the notification has been provided to investors in draft form prior to pricing and will be provided in final form at the latest 15 days after closing of the Transaction. - Art. 7 (1) (e): The Investor Report will be made available for the first time on the payment date one month after closing and then on a monthly basis. - Art. 7 (1) (f): Ad hoc announcements will be published as soon as they need to be published under the MAR. - Art. 7 (1) (g): If a "Significant Event" occurs, investors will be informed immediately. <p>Until the RTS on Art. 7 has entered into force, the information according to Art. 7 (1) (a) and Art. 7 (1) (e) according to Art. 43 (7) will be provided on the basis of the CRA3 templates.</p>

As a result of the verifications documented above, we confirm to abcbank 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 "**abc SME Lease Germany SA, acting in respect of its Compartment 6**" have been fulfilled.

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