

STS Term Master Checklist

Asti Group RMBS II S.r.l.



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

28 June 2019

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This is the STS Term Master Checklist for STS Term Verifications.

This STS Term Master Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards Manual. This document is based upon the draft materials received by PCS as at the date of this document. Any page references in this document are to the prospectus unless otherwise stated.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation (the "Regulation") informed by (a) the text of the Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") and (c) any relevant national competent authorities interpretation of the STS criteria to the extent known to PCS.

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page.

28 June 2019

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To understand the meaning and limitations of any STS Verification you must read the General Disclaimer that appears on the PCS Website.

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Prime Collateralised Securities (PCS) STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	28 June 2019
The transaction to be verified (the “Transaction”)	Asti Group RMBS II S.r.l.
Issuer	Asti Group RMBS II S.r.l.
Originator	Cassa di Risparmio di Asti S.p.A. (“ C.R.Asti ”) and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. (“ Biver ”)
ISIN	IT0005376428
Arranger	UniCredit Bank AG
Transaction Legal Counsel	White & Case (Europe) LLP
Rating Agencies	DBRS Ratings Limited and Moody’s Investor Service Ltd.
Stock Exchange	Luxembourg Stock Exchange
Target Closing Date	28 June 2019

1	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	
	STS criteria	
	1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.	
	Verified?	Yes
	PCS Comment	
	<p>This transaction has two Originators: (i) Cassa di Risparmio di Asti S.p.A.; and (ii) Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A.</p> <p>See front page statement that <<The proceeds of the issue of the Notes will be applied by the Issuer to fund the purchase of a pool of monetary claims and other connected rights arising under two portfolios of (i) residential mortgage loans which qualify as “mutui fondiari” and (ii) other residential mortgage loans which qualify as “mutui ipotecari” (the “Claims”) owed to each of the Originators. The Claims have been transferred to the Issuer pursuant to the terms of two separate transfer agreements dated 7 June 2019 between the Issuer and each of the Originators.>>.</p> <p>As for the assignment of title, see section headed “THE TRANSFER AGREEMENTS” where it is stated, that <<Under each Transfer Agreement, the relevant Originator passed title to the relevant Claims to the Issuer on the Initial Execution Date but with economic effect as of the Valuation Date (excluded)>>.</p> <p>Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation risks is made in the legal opinion issued by the Transaction Legal Counsel.</p> <p>“True sale” is not originally a legal concept but a rating agency creation.</p> <p>The essence of a “true sale” is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE’s ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a “true sale” the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller’s creditors out of the proceeds of the securitised assets. Following a “true sale” there is no legal device by which the assets can automatically revert to the originator/seller’s ownership. Such automatic reversion is associated with security interests and anathema to a “true sale”.</p> <p>This is clearly stated in the wording of the Regulation (20.1). The expression “transfer to the same effect” indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.</p> <p>In the case of the Transaction, title to the assets is transferred by means of the assignment from two Italian banks to an Italian SPV (see “TRANSACTION OVERVIEW” – “THE PRINCIPAL PARTIES” – “Issuer” and “Originators”. See also the section “THE TRANSFER AGREEMENTS”.</p> <p>Further, the legal opinion from the Transaction Legal Counsel confirmed that the assignments from the two Originators to the Issuer meet the definition of “true sale” outlined above.</p> <p>The issue of “true sale” is separate from the issue of “clawback”. “Clawback” refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a “true sale” has taken place.</p> <p>All European jurisdictions, to PCS’ knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from “defrauding” its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.</p> <p>The Regulation (20.1) therefore does not require STS “true sales” to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to “severe clawback”. The Regulation does not define “severe clawback” but gives an example (20.2) where a clawback may occur.</p> <p>The Regulation (20.3) also explicitly excludes from the definition of “severe clawback” the traditional European basis for such devices which all come under the general category of “preferences”.</p> <p>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a</p>	

transactional basis.

Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.

Based on the above considerations, PCS believes that transfers from a jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of “severe clawback”:

- Clawback requires an unfair preference “defrauding” creditors;
- Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence.

Since “severe clawback” is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Originators’ jurisdiction for the purposes of insolvency law. This would be their centre of main interest (“**COMI**”) or their “home member state”.

The second step would be to determine whether the relevant COMI and/or “home member state” contains severe claw back provisions in its insolvency legislation.

Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.

The Originators are incorporated in Italy and they are authorised as banks (see “TRANSACTION OVERVIEW” – “THE PRINCIPAL PARTIES” – “Originators” and “COMPLIANCE WITH STS REQUIREMENTS” §(a) and §(b)).

Therefore, their COMI and their home member state are the Republic of Italy, which does not contemplate severe clawback provisions.

Italian insolvency law provides for clawback in relation to acts made in the suspect period, provided that also other circumstances occur, such as undue preference or transactions at an undervalue, and may require the insolvency officer to prove that case. Therefore, and as generally outlined in the Italian legal opinion and more specifically in the Prospectus, section “GENERAL RISK FACTORS” – “Claw-back of the sales of the Receivables”, the transfer of the Receivables is not, in our view, subject to “severe clawback”.

See also the description of claw-back risks, as included in the section “*RISK FACTORS*” – “*Claw back of the transfer of the Claims*”.

Finally, in respect of re-characterisation risks, PCS is sufficiently satisfied that the transfer of the Receivables under the Transfer Agreement constitutes a transfer of assets effected on a non-recourse basis (*pro-soluto*) by the Originators to the Issuer rather than the incurring of a debt by the Originators, or the granting of a charge or other security interest by the same. Such a re-characterisation is deemed a remote risk because the transaction does not have the features of a loan, as also outlined in the Legal Opinion.

EBA Final non-ABCP STS Guidelines – statements on *background and rationale*

True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

16. The criterion specified in Article 20(1) aims to ensure that the underlying exposures are beyond the reach of, and are effectively ring-fenced and segregated from, the seller, its creditors and its liquidators, including in the event of the seller’s insolvency, enabling an effective recourse to the ultimate claims for the underlying exposures.

22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:

- (a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;
- (b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.

EBA Final non-ABCP STS Guidelines

4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

True sale, assignment or transfer with the same legal effect¹⁰. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including t in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:

- (a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;
- (b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;
- (c) assessment of clawback risks and re-characterisation risks

11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.

12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.

2	Legislative text
	Article 20 - Requirements relating to simplicity
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.
	STS criteria
	2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.
	Verified? Yes
	PCS Comment
	The COMI of the Originators is the Republic of Italy (see "TRANSACTION OVERVIEW" – "THE PRINCIPAL PARTIES" – "Originators", and "THE ORIGINATORS AND SERVICERS", and the statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(a) and §(b)).
	The Italian bankruptcy law does not contain severe claw back provisions as referred to in Article 20(2) of the STS Regulation (see section "COMPLIANCE WITH STS REQUIREMENTS" §(b)).
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))
	16. The criterion specified in Article 20(1) aims to ensure that the underlying exposures are beyond the reach of, and are effectively ring-fenced and segregated from, the seller, its creditors and its liquidators, including in the event of the seller's insolvency, enabling an effective recourse to the ultimate claims for the underlying exposures.
	22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:
	(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;
	(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.
	EBA Final non-ABCP STS Guidelines
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))
	True sale, assignment or transfer with the same legal effect
	10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:
	(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;
	(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;
	(c) assessment of clawback risks and re-characterisation risks.
	11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.
	12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.

Legislative text	
Article 20 - Requirements relating to simplicity	
<p>20.2. For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:</p> <p>(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;</p> <p>(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.</p>	
STS criteria	
<p>(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;</p> <p>(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.</p>	
Verified?	Yes
PCS Comment	
<p>Neither provision applies.</p> <p>Clawback of the sales of the Receivables does not constitute severe clawback risks because in all cases of claw back, in addition to the "suspect period", Italian law provides that other circumstances have to be met to allow claw back. These are, as the case may be, the purchase at undervalue and the awareness of the insolvency of the seller.</p> <p>See the description of claw-back risks, as included in the section "RISK FACTORS" – "<i>Claw back of the transfer of the Claims</i>".</p> <p>The transfer of claims under article 4, paragraph 4 of the Securitisation Law is subject to claw-back ("<i>revocatoria fallimentare</i>") under the following regime: (a) in accordance with article 67, paragraph 1 of the Bankruptcy Law, if the relevant seller has been declared bankrupt within 6 (six) months from the purchase of the relevant portfolio of claims, provided that the purchase price of such portfolio exceeds the value of the receivables for more than 25 (twenty-five) per cent. and the purchaser (i.e. the issuer) is not able to prove that it was not aware of the insolvency of the seller, or (b) in accordance with article 67, paragraph 2 of the Bankruptcy Law, if the seller is declared bankrupt within 3 (three) months from the purchase of the relevant portfolio of claims, provided that the purchase price of such portfolio does not exceed the value of the claims for more than 25 (twenty-five) per cent. and the insolvency receiver of the seller is able to prove that the purchaser of the claims (i.e. the issuer) was aware of the insolvency of the seller.</p> <p>Pursuant to the relevant Transfer Agreement, each of C.R.Asti and Biver has provided the Issuer with (i) a solvency certificate signed by an authorised officer of the relevant Originator, (ii) a good standing certificate issued by the competent companies' register stating that the relevant Originator is not subject to any insolvency proceeding and (iii) a certificate issued by the competent bankruptcy court with respect to each Originator, stating, inter alia, that as of the date of issuance of such certificate and in the past five years no insolvency procedures are or, as appropriate, have been registered in respect of the relevant Originator.</p> <p>Furthermore, pursuant to the relevant Warranty and Indemnity Agreement, each Originator has represented that it is solvent as at the date of the transfer of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio and such representations is deemed to be repeated on the Issue Date.</p>	
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
<p>17. The criterion in Article 20(2) is designed to ensure the enforceability of the transfer of legal title in the event of the seller's insolvency. More specifically, if the underlying exposures sold to the SSPE could be reclaimed for the sole reason that their transfer was effected within a certain period before the seller's insolvency, or if the SSPE could prevent the reclaim only by proving that it was unaware of the seller's insolvency at the time of transfer, such clauses would expose investors to a high risk that the underlying exposures would not effectively back their contractual claims. For this reason, Article 20(2) specifies that such clauses constitute severe clawback provisions, which may not be contained in STS securitisation.</p>	

EBA Final non-ABCP STS Guidelines

4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

True sale, assignment or transfer with the same legal effect

10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:

- (a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;
- (b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;
- (c) assessment of clawback risks and re-characterisation risks.

11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.

12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.

Legislative text	
Article 20 - Requirements relating to simplicity	
20.3. For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.	
STS criteria	
Verified?	Yes
PCS Comment	
See points above. Italy does not have severe clawback provisions.	
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
18. Whereas, pursuant to Article 20(2), contractual terms and conditions attached to the transfer of title that expose investors to a high risk that the securitised assets will be reclaimed in the event of the seller's insolvency should not be permissible in STS securitisations, such prohibition should not include the statutory provisions granting the right to a liquidator or a court to invalidate the transfer of title with the aim of preventing or combating fraud, as referred to in Article 20(3).	
EBA Final non-ABCP STS Guidelines	
4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
<i>True sale, assignment or transfer with the same legal effect</i>	
10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:	
(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;	
(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;	
(c) assessment of clawback risks and re-characterisation risks.	
11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.	
12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.	

3	Legislative text
	Article 20 - Requirements relating to simplicity
	20.4. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.
	STS criteria
	3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.
	Verified? Yes
	PCS Comment
	<p>This requirement does not apply to this transaction since the Loans have been originated by the Originators that is also the sellers to the Issuer under the Transfer Agreements.</p> <p>See statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(c), confirming that the Claims arise from Residential Mortgage Loan Agreements directly entered into by each Originator as lender.</p> <p>See also section "THE PORTFOLIO".</p> <p>See also "<i>The Portfolio</i>" - "<i>The Criteria</i>", criterion no. (1) of each of the two Transfer Agreements.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	19. Article 20(4) specifies that, where the transfer of title occurs not directly between the seller and the SSPE but through one or more intermediary steps involving further parties, the requirements relating to the true sale, assignment or other transfer with the same legal effect, apply at each step.
	EBA Final non-ABCP STS Guidelines
	<p>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>True sale, assignment or transfer with the same legal effect</p> <p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p> <p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p> <p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p> <p>(c) assessment of clawback risks and re-characterisation risks.</p> <p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p> <p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>

4	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>20.5. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to affect such perfection shall, at least include the following events:</p> <ul style="list-style-type: none"> (a) severe deterioration in the seller credit quality standing; (b) insolvency of the seller; and (c) unremedied breaches of contractual obligations by the seller, including the seller's default.
	STS criteria
	<p>4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:</p> <ul style="list-style-type: none"> (a) severe deterioration in the seller credit quality standing; (b) insolvency of the seller; and (c) unremedied breaches of contractual obligations by the seller, including the seller's default.
	Verified?
	PCS Comment
	<p>Article 20.5 does not apply as the transfer is perfected.</p> <p>See statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(d), confirming that the transfer of the Claims included in the Portfolio has been rendered enforceable against any third party creditors of the Originators (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 70 Part II of 15 June 2019, and (ii) the registration of the transfer in the companies' register of Rome (where the Issuer has its legal seat).</p> <p>See also "RISK FACTORS" - "Securitisation Law", where it is clarified that the notification to borrowers is required only to comply with regulatory requirements or consumer legislation, but it is not relevant for the perfection of the assignment.</p> <p>Criterion 4 requires two steps:</p> <ul style="list-style-type: none"> - to determine whether the transfer of the assets is by means of an unperfected assignment; and - if it is, whether the transaction contains the requisite triggers. <p>Although the transfer is not notified to the borrowers, both the Italian legal opinion and the Prospectus confirm that such notification is not required to fully perfect the transfer of ownership in the loans to the Issuer. Accordingly, this transaction does not operate by way of an unperfected assignment and the issue of triggers does not arise.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale

True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

20. The objective of the criterion in Article 20(5) is to minimise legal risks related to unperfected transfers in the context of an assignment of the underlying exposures, by specifying a minimum set of events subsequent to closing that should trigger the perfection of the transfer of the underlying exposures.

22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:

(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;

(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.

EBA Final non-ABCP STS Guidelines

4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

Severe deterioration in the seller credit quality standing

13. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the transaction documentation should identify, with regard to the trigger of 'severe deterioration in the seller credit quality standing', credit quality thresholds that are objectively observable and related to the financial health of the seller.

Insolvency of the seller

14. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the trigger of 'insolvency of the seller' should refer, at least, to events of legal insolvency as defined in national legal frameworks.

5	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation 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.	
	STS criteria	
	5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation 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.	
	Verified?	Yes
	PCS Comment	
	<p>See section headed “THE WARRANTY AND INDEMNITY AGREEMENTS” where it is stated that << Amongst others, each Originator has represented and warranted that, as at the Initial Execution Date and the Issue Date, each Claim is fully and unconditionally owned and available to the relevant Originator and is not subject to any lien (pignoramento), seizure (sequestro) or other charge in favour of any third party (except any charge arising from the applicable mandatory law)>>.</p> <p>See also section headed “DESCRIPTION OF THE TRANSFER AGREEMENTS”, where it is mentioned an undertaking of the Originator not to create new encumbrances: << Each Originator has undertaken, inter alia, to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant Related Security and not to assign or transfer the Claims to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the relevant Claims in the period of time between the Initial Execution Date and the later of (i) the date of publication of the notice of the transfer in the Italian Official Gazette (Gazzetta Ufficiale della Repubblica Italiana) and (ii) the date of registration (iscrizione) with the competent companies’ register of the notice of assignment as described in the relevant Transfer Agreement.>>.</p> <p>We note that the covenant above is also extended to the period after perfection: <<Finally under the Intercreditor Agreement each Originator has undertaken to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant Related Security or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the relevant Claims after the date on which the transfer formalities envisaged in the relevant Transfer Agreement (i.e. publication of the notice of the transfer in the Italian Official Gazette (Gazzetta Ufficiale della Repubblica Italiana) and registration (iscrizione) with the competent companies’ register of the notice of assignment) have been completed.>>: see “THE OTHER TRANSACTION DOCUMENTS” – “The Intercreditor Agreement”</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	21. The objective of the criterion in Article 20(6), which requires the seller to provide the representations and warranties confirming to the seller's best knowledge that the transferred exposures are neither encumbered nor otherwise in a condition that could potentially adversely affect the enforceability of the transfer of title, is to ensure that the underlying exposures are not only beyond the reach not only of the seller but equally of its creditors, and to allocate the commercial risk of the encumbrance of the underlying exposures to the seller.	
	EBA Final non-ABCP STS Guidelines	

6	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	
	STS criteria	
	6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....	
	Verified?	Yes
	PCS Comment	
	See section "THE TRANSFER AGREEMENTS" and the list of selection (and exclusion) criteria set out therein in respect of the two sub-portfolios, originated by C.R.Asti and Biver respectively. The EBA Guidelines clarify that "clear" does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is "clear" when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, "clear" is about certainty of determination. PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the "predetermined" requirement. As they are in the Prospectus, and in the Transfer Agreement they meet the "documented" requirement. PCS has also concluded that they allow determination in each case and so meet the "clear" requirement.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) 23. The objective of this criterion in Article 20(7) is to ensure that the selection and transfer of the underlying exposures in the securitisation is done in a manner which facilitates in a clear and consistent fashion the identification of which exposures are selected for/transferred into the securitisation, and to enable the investors to assess the credit risk of the asset pool prior to their investment decisions.	
	EBA Final non-ABCP STS Guidelines	
	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) Clear eligibility criteria 17. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, the criteria should be understood to be 'clear' where compliance with them is possible to be determined by a court or tribunal, as a matter of law or fact or both.	

7	Legislative text		
	Article 20 - Requirements relating to simplicity		
	<p>20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>		
	STS criteria		
	<p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>		
	<table border="1"> <tr> <td data-bbox="192 475 1137 499">Verified?</td><td data-bbox="1137 475 2096 499">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement of non applicability of active management in §(f) of “COMPLIANCE WITH STS REQUIREMENTS” whereby it is stated that <<[...] the disposal of the Claims is permitted solely in the following circumstances: (A) <u>from the Issuer to the relevant Originator, in the context of the repurchase of the relevant Portfolio in case of early redemption of the Notes pursuant to Condition 7(c) (Optional redemption of the Notes) or in the context of the call option granted by the Issuer to the relevant Originator under the terms and subject to the conditions of the relevant Transfer Agreement, to repurchase individual Claims in extraordinary circumstances only, in order to avoid that any client of the relevant Originator (which is also a Borrower) is treated unfavourably compared to other clients of the such Originator and in any event, in a manner which will not constitute management of their respective Portfolio on a discretionary basis and (B) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties, in the context of the disposal of the relevant Portfolio following the delivery of an Issuer Acceleration Notice or in case of early redemption of the Notes pursuant to Condition 7(d) (Optional redemption for taxation, legal or regulatory reasons). Therefore, none of the Transaction Documents provide for (i) a portfolio management which makes the performance of the Securitisation dependent both on the performance of the Claims and on the performance of the portfolio management of the Securitisation, thereby preventing any investor in the Notes from modelling the credit risk of the Claims without considering the portfolio management strategy of the Servicers, or (ii) a portfolio management which is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit>>.</u></p> <p>The requirements above have also been verified in the Transfer Agreements.</p> <p>Indeed, the EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met.</p> <p>If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.</p> <p>PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines.</p> <p>PCS also notes that there is an explicit affirmative statement in the Prospectus to the effect that no active management of the assets backing the Transaction applies.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))		
	<p>24. Consistently with this objective, the active portfolio management of the exposures in the securitisation should be prohibited, given that it adds a layer of complexity and increases the agency risk arising in the securitisation by making the securitisation’s performance dependent on both the performance of the underlying exposures and the performance of the management of the transaction. The payments of STS securitisations should depend exclusively on the performance of the underlying exposures.</p>		
	EBA Final non-ABCP STS Guidelines		
	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))		
	Active portfolio management		

15. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, active portfolio management should be understood as portfolio management to which either of the following applies:
- (a) the portfolio management makes the performance of the securitisation dependent both on the performance of the underlying exposures and on the performance of the portfolio management of the securitisation, thereby preventing the investor from modelling the credit risk of the underlying exposures without considering the portfolio management strategy of the portfolio manager;
 - (b) the portfolio management is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.
16. The techniques of portfolio management that should not be considered active portfolio management include:
- (a) substitution or repurchase of underlying exposures due to the breach of representations or warranties;
 - (b) substitution or repurchase of the underlying exposures that are subject to regulatory dispute or investigation to facilitate the resolution of the dispute or the end of the investigation;
 - (c) replenishment of underlying exposures by adding underlying exposures as substitutes for amortised or defaulted exposures during the revolving period;
 - (d) acquisition of new underlying exposures during the 'ramp up' period to line up the value of the underlying exposures with the value of the securitisation obligations;
 - (e) repurchase of underlying exposures in the context of the exercise of clean-up call options, in accordance with Article 244(3)(g) of Regulation (EU) 2017/2401;
 - (f) repurchase of defaulted exposures to facilitate the recovery and liquidation process with respect to those exposures;
 - (g) repurchase of underlying exposures under the repurchase obligation in accordance with Article 20(13) of Regulation (EU) 2017/2402.

8	Legislative text
	Article 20 - Requirements relating to simplicity
	20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.
	STS criteria
	8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.
	Verified?
	PCS Comment
	<p>The transaction is not revolving. See "THE PORTFOLIO".</p> <p>Therefore, no Claims will be sold by the Originators to the Issuer after the Issue Date.</p>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	<p>Eligibility criteria for the underlying exposures, active portfolio management (Article 20.7)</p> <p>25. Revolving periods and other structural mechanisms resulting in the inclusion of exposures in the securitisation after the closing of the transaction may introduce the risk that exposures of lesser quality can be transferred into the pool. For this reason, it should be ensured that any exposure transferred into the securitisation after the closing meets the eligibility criteria, which are no less strict than those used to structure the initial pool of the securitisation.</p> <p>26. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) the purpose of the requirement on the portfolio management, and the provision of examples of techniques which should not be regarded as active portfolio management: this criterion should be considered without prejudice to the existing requirements with respect to the similarity of the underwriting standards in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in a securitisation be underwritten according to similar underwriting standards;</p> <p>(b) interpretation of the term 'clear' eligibility criteria;</p> <p>(c) clarification with respect to the eligibility criteria that need to be met with respect to the exposures transferred to the SSPE after the closing.</p>
	EBA Final non-ABCP STS Guidelines
	<p>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20.7)</p> <p>Eligibility criteria to be met for exposures transferred to the SSPE after the closing of the transaction</p> <p>18. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, 'meeting the eligibility criteria applied to the initial underlying exposures' should be understood to mean eligibility criteria that comply with either of the following:</p> <p>(a) with regard to normal securitisations, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the closing of the transaction;</p> <p>(b) with regard to securitisations that issue multiple series of securities including master trusts, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the most recent issuance, with the results that the eligibility criteria may vary from closing to closing, with the agreement of securitisation parties and in accordance with the transaction documentation.</p> <p>19. Eligibility criteria to be applied to the underlying exposures in accordance with paragraph 18 should be specified in the transaction documentation and should refer to eligibility criteria applied at exposure level.</p>

9	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.</p>
	STS criteria
	<p>9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.</p>
	Verified?
	Yes
	PCS Comment
	<p>See "STS Compliance" §(g), stating that <<[...] pursuant to the Warranty and Indemnity Agreements each Originator has represented and warranted that, as at the Valuation Date and as at the Initial Execution Date, the Claims are homogeneous in terms of asset type taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (a) all Claims have been originated by each Originator, in their ordinary course of business, based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures; (b) all Claims have been serviced by each Originator according to similar servicing procedures; (c) all Claims fall within the same asset category of the relevant Regulatory Technical Standards named "residential loans secured with one or several mortgages on residential immovable property"; and (d) as at the relevant Valuation Date all loans are secured by first ranking security rights on immovable property located in Italy [...]>>.</p> <p>See also the representation in Clause 3.2(d) of the Warranty and Indemnity Agreement that the receivables satisfy the specific objective common elements that are such to constitute homogenous monetary claims, capable of being selected "in block" pursuant to and for the effects of the Italian securitisation law, and such criteria are capable of identifying such plurality of monetary claims, in block, also <i>vis-à-vis</i> third parties.</p> <p>In respect of servicing, see the representation that the two Servicers use the same platform, as contained in "THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT": <<each Servicer has represented and warranted to use the CEDACRI management platform and has undertaken to promptly notify the Issuer in the event it should cease to use such management platform.>>.</p> <p>The definition of "homogeneity" in the Regulation is to be the subject of a Regulatory Technical Standard ("RTS"). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of "homogeneity" will be legally binding on all regulatory authorities.</p> <p>Although a final draft of such RTS has been formally adopted by the European Commission, PCS notes that such RTS has not yet come into force. It is not necessary, as a technical legal matter, for the RTS to come into force before STS securitisations are issued. In the absence of the RTS, market participants must turn to the text of the Regulation to interpret what "homogeneity" means.</p> <p>In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisations and the draft RTS adopted by the European Commission.</p> <p>Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered "homogenous" by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.</p> <p>Turning, for guidance, to the draft RTS adopted by the European Commission, four elements require examination: (a) "similar underwriting standards", (b) "similar servicing standards", (c) same asset class and (d) relevant risk factors.</p> <p>Until the RTS is finally approved and following the guiding principles of the EBA, we note that "similar underwriting standards" must mean something like the same type of underwriting approach, looking at the same types of data points to calculate the same type of credit risk. It cannot mean "exactly the same underwriting criteria", since this would make it impossible for any securitisation ever to have a "homogenous" pool.</p> <p><i>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by the two Originators, that are banks of the same group, and on the same platform, they are a single asset class – Residential mortgage loans – and, based on the EBA's suggested approach, the loans are all originated in the same jurisdiction.</i></p> <p><i>PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be "homogenous" by a wide consensus of</i></p>

	market participants.
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))
	27. The criterion on the homogeneity as specified in the first subparagraph of Article 20(8) has been further clarified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402.
	EBA Final non-ABCP STS Guidelines

10	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.	
	STS criteria	
	10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	
	Verified?	Yes
	PCS Comment	
	See "STS Compliance" §(g), stating that <<[...] under the Warranty and Indemnity Agreements each Originator has represented and warranted that (i) each of the Claims derives from duly executed mortgage loan agreements; each mortgage loan agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, with full recourse to the relevant debtors; and as at the Valuation Date and as at the Initial Execution Date, the Portfolio does not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU.>>.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) 28. The objective of the criterion specified in the third sentence in the first subparagraph and in the second subparagraph of Article 20(8) is to ensure that the underlying exposures contain valid and binding obligations of the debtor/guarantor, including rights to payments or to any other income from assets supporting such payments that result in a periodic and well-defined stream of payments to the investors. 30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to: (a) interpretation of the term 'contractually binding and enforceable obligations';	
	EBA Final non-ABCP STS Guidelines	
	4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) Contractually binding and enforceable obligations 20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, 'obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors' should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.	

11	Legislative text
	Article 20 - Requirements relating to simplicity
	20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.
	STS criteria
	11. With full recourse to debtors and, where applicable, guarantors.
	Verified?
	PCS Comment
	See "STS Compliance" §(g), stating that <<[...] under the Warranty and Indemnity Agreements each Originator has represented and warranted that (i) each of the Claims derives from duly executed mortgage loan agreements; each mortgage loan agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, <u>with full recourse to the relevant debtors</u> ; and as at the Valuation Date and as at the Initial Execution Date, the Portfolio does not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU.>>.
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) 30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to: (a) interpretation of the term 'contractually binding and enforceable obligations';
	EBA Final non-ABCP STS Guidelines
	4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) Contractually binding and enforceable obligations 20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, 'obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors' should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.

12	Legislative text		
	Article 20 - Requirements relating to simplicity		
	<p>The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>		
	STS criteria		
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.		
	<table border="1"> <tr> <td data-bbox="192 440 1137 464">Verified?</td><td data-bbox="1137 440 2096 464">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See "STS Compliance" §(g), stating that <<[...] pursuant to the Criteria set out in the Transfer Agreements and in accordance with the Warranty and Indemnity Agreements, the Loans will be repayable in instalments pursuant to the relevant amortising plan.>>.</p> <p>See also the following Eligibility Criteria No 16 and 17 for both the C.R. Asti and the Biver Portfolio, requiring that the <i>mortgage loans provide for the repayment of principal in several instalments in accordance with one of the following methods: (a) "French method" (b) "constant instalment" method or (c) the so called "constant instalment" method, with "renegotiation clause".</i></p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)</p> <p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>		
	EBA Final non-ABCP STS Guidelines		
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)</p> <p>Exposures with periodic payment streams</p> <p>21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:</p> <ul style="list-style-type: none"> (a) exposures payable in a single instalment in the case of revolving securitisation, as referred to in Article 20(12) of Regulation (EU) 2017/2402; (b) exposures related to credit card facilities; (c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages; (d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met: <ul style="list-style-type: none"> (i) the remaining principal is repaid at the maturity; (ii) the repayment of the principal is dependent on the sale of assets securing the exposure, in accordance with Article 20(13) of Regulation (EU) 2017/2402 and paragraphs 47 to 49; (e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender. 		

13	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>
	STS criteria
	<p>13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>
	Verified?
	PCS Comment
	<p>See in section "THE TRANSFER AGREEMENTS" the following Eligibility Criterion No 17:</p> <p><<(17) mortgage loans which provide for the repayment of principal in several instalments in accordance with one of the following methods:</p> <p>(a) the so called "French method", whereby the instalments in respect of each mortgage loan include a principal component, which decreases throughout the duration of the mortgage loan, and a variable interest component);</p> <p>(b) the so called "constant instalment" method, whereby the relevant instalments are constant throughout the duration of the relevant mortgage loans and include a principal component and an interest component both of which may vary in accordance with the increase or decrease, as the case may be, of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the relevant mortgage loan);</p> <p>(c) the so called "constant instalment" method, with "renegotiation clause" whereby the relevant instalments are constant throughout the duration of the relevant mortgage loan and include a principal component and an interest component both of which may vary in accordance with the increase or decrease, of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the relevant mortgage loan. Moreover, by operation of the "renegotiation clause", should, following an increase in the floating rate interest, (A) on the maximum expiry date of the mortgage loan, the amount of principal falling due in occasion of the last instalment be higher than Euro 10,000 or (B) on the date when the instalment falls due the interest component of such instalment be higher than the total due amount of that instalment, the amount of each "constant instalment" still due (including the outstanding instalment) will be re-computed, taking into account the residual principal amount of the loan at that time, the new rate of interest and the maximum duration of the amortisation plan originally agreed in the loan agreement;>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>
	EBA Final non-ABCP STS Guidelines

4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))

Exposures with periodic payment streams

21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:

- (a) exposures payable in a single instalment in the case of revolving securitisation, as referred to in Article 20(12) of Regulation (EU) 2017/2402;
- (b) exposures related to credit card facilities;
- (c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages;
- (d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met:
 - (i) the remaining principal is repaid at the maturity;
 - (ii) the repayment of the principal is dependent on the sale of assets securing the exposure, in accordance with Article 20(13) of Regulation (EU) 2017/2402 and paragraphs 47 to 49;
- (e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender.

14	Legislative text	
	Article 20 - Requirements relating to simplicity	
	The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	
	STS criteria	
	14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	
	Verified?	Yes
	PCS Comment	
	See the Eligibility Criteria set out in the section "THE TRANSFER AGREEMENTS". Based on the Eligibility Criteria, the exposures include only claims complying with such criteria and therefore they do not include transferable securities or any securitisation positions. Accordingly, the Securitisation is not a re-securitisation. See in this respect the statement in "COMPLIANCE WITH STS REQUIREMENTS", §(h) pursuant to which, <<the exposures include only claims complying with such criteria and therefore they do not include any securitisation positions>>. We also note that the definition of "Eligible Investments" does not include <<in whole or in part, actually or potentially, [...] credit linked notes, swaps or other derivatives instruments, synthetic securities or tranches of other asset-backed securities, money market funds or any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral>>.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))	
	29. The objective of the criterion specified in the third subparagraph is that the underlying exposures do not include transferable securities, as they may add to the complexity of the transaction and of the risk and due diligence analysis to be carried out by the investor.	
	EBA Final non-ABCP STS Guidelines	

15	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.9. The underlying exposures shall not include any securitisation position.	
	STS criteria	
	15. The underlying exposures shall not include any securitisation position.	
	Verified?	Yes
	PCS Comment	
	See statement "COMPLIANCE WITH STS REQUIREMENTS", §(h) pursuant to which, <<the exposures include only claims complying with such criteria and therefore they do not include any securitisation positions>>.	
	We also note that the definition of "Eligible Investments" does not include <<in whole or in part, actually or potentially, [...] credit linked notes, swaps or other derivatives instruments, synthetic securities or tranches of other asset-backed securities, money market funds or any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral>>.	
	EBA FINAL NON-ABCP STS GUIDELINES – STATEMENTS ON BACKGROUND AND RATIONALE	
No resecuritisation (Article 20(9))		
31. The objective of this criterion is to prohibit resecuritisation subject to derogations for certain cases or for resecuritisation as specified in Regulation (EU) 2017/2402. This is a lesson learnt from the financial crisis, when resecuritisations were structured into highly leveraged structures in which notes of lower credit quality could be re-packaged and credit enhanced, resulting in transactions whereby small changes in the credit performance of the underlying assets had severe impacts on the credit quality of the resecuritisation bonds. The modelling of the credit risk arising in these bonds proved very difficult, also due to high levels of correlations arising in the resulting structures.		
32. The criterion is deemed sufficiently clear and does not require any further clarification.		
EBA Final non-ABCP STS Guidelines		

16	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	STS criteria	
	16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	
	Verified?	Yes
	PCS Comment	
	See also section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that <<[...] each Originator has represented and warranted that on the Transfer Date the relevant Claims are homogeneous, the Mortgage Loans <u>have been granted in the Originators' ordinary course of business</u> and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the relevant Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential".>>.	
	See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(g), sub (a): <<(a) all Receivables have been originated by each Originator, in their ordinary course of business, based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures;>>.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
Underwriting standards (Article 20(10))		
33. The objective of the criterion specified in the first subparagraph of Article 20(10) is to prevent cherry picking and to ensure that the exposures that are to be securitised do not belong to exposure types that are outside the ordinary business of the originator, i.e. types of exposures in which the originator or original lender may have less expertise and/or interest at stake. This criterion is focused on disclosure of changes to the underwriting standards and aims to help the investors assess the underwriting standards pursuant to which the exposures transferred into securitisation have been originated.		
EBA Final non-ABCP STS Guidelines		

17	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	STS criteria	
	17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	Verified?	Yes
	PCS Comment	
	See also section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that <<[...] each Originator has represented and warranted that on the Transfer Date the relevant Claims are homogeneous, the Mortgage Loans have been granted in the Originators' ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, <u>on the basis of the relevant Originator's applicable credit policies</u> , the real estate assets which have been mortgaged have been classified as "residential".>>.	
	See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(i), <<[...] each Originator has represented and warranted that the Mortgage Loans were originated in line with the credit policies attached as schedule 2 to the relevant Warranty and Indemnity Agreement and <u>such credit policies apply also to mortgage loans which have not been securitized</u> .>>.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
Underwriting standards (Article 20(10))		
37. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:		
(a) the term 'similar exposures', with reference to requirements specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;		
(b) the term 'no less stringent underwriting standards': independently of the guidance provided in these guidelines, it is understood that, in the spirit of restricting the 'originate-to-distribute' model of underwriting, where similar exposures exist on the originator's balance sheet, the underwriting standards that have been applied to the securitised exposures should also have been applied to similar exposures that have not been securitised, i.e. the underwriting standards should have been applied not solely to securitised exposures;		
EBA Final non-ABCP STS Guidelines		
4.4 Underwriting standards, originator's expertise (Article 20(10))		
No less stringent underwriting standards		
23. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the underwriting standards applied to securitised exposures should be compared to the underwriting standards applied to similar exposures at the time of origination of the securitised exposures.		
24. Compliance with this requirement should not require either the originator or the original lender to hold similar exposures on its balance sheet at the time of the selection of the securitised exposures or at the exact time of their securitisation, nor should it require that similar exposures were actually originated at the time of origination of the securitised exposures.		

18	Legislative text
	Article 20 - Requirements relating to simplicity
	The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.
	STS criteria
	18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.
	Verified?
	PCS Comment
	<p>As to subsequent material changes, given that this transaction is not revolving, no covenant is required to cover this point.</p> <p>In relation to the underwriting standards that were applied at the time of origination of the receivables included in the Portfolio, we note that pursuant to Article 3.2(v)(D) of the Warranty and Indemnity Agreement it is provided that <u>each loan agreement has been entered into and loan has been made by the relevant Originator in compliance with the relevant "Procedura di Erogazione" (credit policies)</u>. A description of such Credit Policies is contained in section "THE CREDIT AND COLLECTION POLICIES" and in the Warranty and Indemnity Agreement.</p> <p>See also section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that <<[...] <i>each Originator has represented and warranted that on the Transfer Date the relevant Claims are homogeneous, the Mortgage Loans have been granted in the Originators' ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the relevant Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential".</i>>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Underwriting standards (Article 20(10))</p> <p>37 (c) clarification of the requirement to disclose material changes from prior underwriting standards to potential investors without undue delay: the guidance clarifies that this requirement should be forward-looking only, referring to material changes to the underwriting standards after the closing of the securitisation. The guidance clarifies the interactions with the requirement for similarity of the underwriting standards set out in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in securitisation be underwritten according to similar underwriting standards;</p>
	EBA Final non-ABCP STS Guidelines
	4.4 Underwriting standards, originator's expertise (Article 20(10))
	Disclosure of material changes from prior underwriting standards
	25. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, material changes to the underwriting standards that are required to be fully disclosed should be understood to be those material changes to the underwriting standards that are applied to the exposures that are transferred to, or assigned by, the SSPE after the closing of the securitisation in the context of portfolio management as referred to in paragraphs 15 and 16.
	26. Changes to such underwriting standards should be deemed material where they refer to either of the following types of changes to the underwriting standards:
	(a) changes which affect the requirement of the similarity of the underwriting standards further specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;
	(b) changes which materially affect the overall credit risk or expected average performance of the portfolio of underlying exposures without resulting in substantially different approaches to the assessment of the credit risk associated with the underlying exposures.

27. The disclosure of all changes to underwriting standards should include an explanation of the purpose of such changes.

28. With regard to trade receivables that are not originated in the form of a loan, reference to underwriting standards in Article 20(10) should be understood to refer to credit standards applied by the seller to short-term credit generally of the type giving rise to the securitised exposures and proposed to its customers in relation to the sales of its products and services.

19	Legislative text
	Article 20 - Requirements relating to simplicity
	In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.
	STS criteria
	19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.
	Verified?
	Yes
	PCS Comment
	<p>We note that pursuant to Article 3.2(v)(D) of the Warranty and Indemnity Agreement it is provided that each loan agreement has been entered into and loan has been made by the relevant Originator in compliance with the relevant "Procedura di Erogazione" (credit policies). A description of such Credit Policies is contained in the Warranty and Indemnity Agreement and in the section "CREDIT AND COLLECTION POLICIES" of the Prospectus, and it does not contemplate cases of self-assessment.</p> <p>See also section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that <<[...] each Originator has represented and warranted that on the Transfer Date the relevant Claims are homogeneous, the Mortgage Loans have been granted in the Originators' ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the relevant Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential".>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	Underwriting standards (Article 20(10))
	<p>34. The objective of the criterion specified in the second subparagraph of Article 20(10) is to prohibit the securitisation of self-certified mortgages for STS purposes, given the moral hazard that is inherent in granting such types of loans.</p> <p>37 (d) the scope of the criterion with respect to the specific types of residential loans as referred to in the second subparagraph of Article 20(10) and to the nature of the information that should be captured by this criterion;</p>
	EBA Final non-ABCP STS Guidelines
	4.4 Underwriting standards, originator's expertise (Article 20(10))
	Residential loans
	<p>29. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the pool of underlying exposures should not include residential loans that were both marketed and underwritten on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender.</p> <p>30. Residential loans that were underwritten but were not marketed on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender, or become aware after the loan was underwritten, are not captured by this requirement.</p> <p>31. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the 'information' provided should be considered to be only relevant information. The relevance of the information should be based on whether the information is a relevant underwriting metric, such as information considered relevant for assessing the creditworthiness of a borrower, for assessing access to collateral and for reducing the risk of fraud.</p> <p>32. Relevant information for general non-income-generating residential mortgages should normally be considered to constitute income, and relevant information for income-generating residential mortgages should normally be considered to constitute rental income. Information that is not useful as an underwriting metric, such as mobile phone numbers, should not be considered relevant information.</p>

20	Legislative text
	Article 20 - Requirements relating to simplicity
	The assessment of the borrower's creditworthiness shall meet the requirements set out in 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, where applicable, equivalent requirements in third countries.
	STS criteria
	20. The assessment of the borrower's creditworthiness shall meet the requirements set out in 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, where applicable, equivalent requirements in third countries.
	Verified?
	Yes
	PCS Comment
	See the Warranty and Indemnity Agreement, Art. 3.2(a)(v)(B) where it is represented that each loan agreement has been entered into and loan has been made by the relevant Originator in compliance with the legislation applicable from time to time. See specifically the statement in "COMPLIANCE WITH STS REQUIREMENTS", §(i) that <<under each Warranty and Indemnity Agreement, each Originator has represented and warranted that each loan agreement has been entered into and the relevant loans have been granted by the relevant Originator <u>on the basis of an assessment of the borrowers' creditworthiness and in compliance with the legislation applicable from time to time</u> >>. The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. As a general principle, European Directives, in contrast to Regulations, do not have direct and immediate effect but must be implemented into national law, country by country. Therefore, if the assets concerned, as in the case of the Transaction, are residential mortgage loans, Directive 2014/17/EU is applicable. The next step is to determine which Italian law transcribed this Directive into local law. PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law. <i>This was done in Italy via an implementation act by Legislative Decree No. 72 of 21 April 2016 (see "RISK FACTORS" – "Mortgage Credit Directive").</i> <i>The Originators have provided a <u>representation that an assessment of the borrowers' creditworthiness has been made and that each loan agreement has been entered into and the relevant loans have been granted by the relevant Originator in compliance with the legislation applicable from time to time</u>. On this basis PCS is prepared to verify the compliance with this requirement.</i>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	Underwriting standards (Article 20(10))
	35. The objective of the criterion specified in the third subparagraph of Article 20(10) is to ensure that the assessment of the borrower's creditworthiness is based on robust processes. It is expected that the application of this article will be limited in practice, given that the STS is limited to originators based in the EU, and the criterion is understood to cover only exposures originated by the EU originators to borrowers in non-EU countries. 37 (e) clarification of the criterion with respect to the assessment of a borrower's creditworthiness based on equivalent requirements in third countries;
	EBA Final non-ABCP STS Guidelines

21	Legislative text	
	Article 20 - Requirements relating to simplicity	
	The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	STS criteria	
	21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	Verified?	Yes
	PCS Comment	
	See section "THE ORIGINATOR AND SERVICERS", subsections "History" in respect of the two Originators, whereby it is outlined their history from foundation (respectively in 1842 and 1851) till recent days. See also "THE TRANSFER AGREEMENTS" – "Additional Provisions" where it is stated that <<Each Transfer Agreement provides that the representations and warranties made by the relevant Originator in respect of the relevant Claims are deemed to be given and repeated on the Initial Execution Date and on the Issue Date. Among the representations given, <u>each of C.R.Asti and Biver has represented and warranted, under clause 5.2 of the relevant Transfer Agreement, that it has a proven experience (in any event for a period of more than five years) in the origination and servicing of exposures similar to the relevant Claims.>>.</u>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Underwriting standards(Article 20(10)) 36. The objective of the criterion specified in the fourth subparagraph of Article 20(10) is for the originator or original lender to have an established performance history of credit claims or receivables similar to those being securitised, and for an appropriately long period of time. 37 (f) identification of criteria on which the expertise of the originator or the original lender should be determined: (i) when assessing if the originator or the original lender has the required expertise, some general principles should be set out against which the expertise should be assessed. The general principles have been designed to allow a robust qualitative assessment of the expertise. One of these principles is the regulatory authorisation: this is to allow for more flexibility in such qualitative assessments of the expertise if the originator or the original lender is a prudentially regulated institution which holds regulatory authorisations or permissions that are relevant with respect to origination of similar exposures. The regulatory authorisation in itself should, however, not be a guarantee that the originator or original lender has the required expertise; (ii) irrespective of such general principles, specific criteria should be developed, based on specifying a minimum period for an entity to perform the business of originating similar exposures, compliance with which would enable the entity to be considered to have a sufficient expertise. Such expertise should be assessed at the group level, so that possible restructuring at the entity level would not automatically lead to non-compliance with the expertise criterion. It is not the intention of such specific criteria to form an impediment to the entry of new participants to the market. Such entities should also be eligible for compliance with the expertise criterion, as long as their management body and senior staff with managerial responsibility for origination of similar exposures, have sufficient experience over a minimum specified period. 38. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10)) Similar exposures 22. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, exposures should be considered to be similar when one of the following conditions is met: (a) the exposures belong to one of the following asset categories referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402:	

- (i) residential loans secured with one or several mortgages on residential immovable property, or residential loans fully guaranteed by an eligible protection provider among those referred to in Article 201(1) of Regulation (EU) No 575/2013 qualifying for credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that regulation;
- (ii) commercial loans secured with one or several mortgages on commercial immovable property or other commercial premises;
- (iii) credit facilities provided to individuals for personal, family or household consumption purposes;
- (iv) auto loans and leases;
- (v) credit card receivables;
- (vi) trade receivables;

(b) the exposures fall under the asset category of credit facilities provided to micro-, small-, medium-sized and other types of enterprises and corporates including loans and leases, as referred to in Article 2(d) of the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, as underlying exposures of a certain type of obligor;

(c) where they do not belong to any of the asset categories referred to in points (a) and (b) of this paragraph and as referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous for the purposes of Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, the underlying exposures share similar characteristics with respect to the type of obligor, ranking of security rights, type of immovable property and/or jurisdiction.

Criteria for determining the expertise of the originator or original lender

34. For the purposes of determining whether an originator or original lender has expertise in originating exposures of a similar nature to those securitised in accordance with Article 20(10) of Regulation (EU) 2017/2402, both of the following should apply:

- (a) the members of the management body of the originator or original lender and the senior staff, other than the members of the management body, responsible for managing the originating of exposures of a similar nature to those securitised should have adequate knowledge and skills in the origination of exposures of a similar nature to those securitised;
- (b) any of the following principles on the quality of the expertise should be taken into account:
 - (i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;
 - (ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;
 - (iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of originating the exposures should be appropriate;
 - (iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to origination of exposures of a similar nature to those securitised.

35. An originator or original lender should be deemed to have the required expertise when either of the following applies:

- (a) the business of the entity, or of the consolidated group to which the entity belongs for accounting or prudential purposes, has included the originating of exposures similar to those securitised, for at least five years;
- (b) where the requirement referred to in point (a) is not met, the originator or original lender should be deemed to have the required expertise where they comply with both of the following:
 - (i) at least two of the members of the management body have relevant professional experience in the origination of exposures similar to those securitised, at a personal level, of at least five years;
 - (ii) senior staff, other than members of the management body, who are responsible for managing the entity's originating of exposures similar to those securitised, have relevant professional experience in the origination of exposures of a similar nature to those securitised, at a personal level, of at least five years.

36. For the purposes of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.

22	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay ...	
	Verified?	Yes
	PCS Comment	
	The Transfer Agreement was executed on 7 June 2019 and the Valuation Date was on 31 May 2019, at hours 23:59. PCS is satisfied that this requirement is therefore met.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

23	Legislative text
	Article 20 - Requirements relating to simplicity
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:
	STS criteria
	23. and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...
	Verified?
	Yes
	PCS Comment
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]>>.
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))
	39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.
	40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:
	(a) Interpretation of the term 'exposures in default': given the differences in interpretation of the term 'default', the interpretation of this criterion should refer to additional guidance on this term provided in the existing delegated regulations and guidelines developed by the EBA, while taking into account the limitation of scope of that additional guidance to certain types of institutions;
	EBA Final non-ABCP STS Guidelines
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))
	Exposures in default
	37. For the purposes of the first subparagraph of Article 20(11) of Regulation (EU) 2017/2402, the exposures in default should be interpreted in the meaning of Article 178(1) of Regulation (EU) 575/2013, as further specified by the Delegated Regulation on the materiality threshold for credit obligations past due developed in accordance with Article 178 of that Regulation, and by the EBA Guidelines on the application of the definition of default developed in accordance with Article 178(7) of that regulation.
	38. Where an originator or original lender is not an institution and is therefore not subject to Regulation (EU) 575/2013, the originator or original lender should comply with the guidance provided in the previous paragraph to the extent that such application is not deemed to be unduly burdensome. In that case, the originator or original lender should apply the established processes and the information obtained from debtors on origination of the exposures, information obtained from the originator in the course of its servicing of the exposures or in the course of its risk management procedure or information notified to the originator by a third party.

24	Legislative text
	Article 20 - Requirements relating to simplicity
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:
	STS criteria
	24. or exposures to a credit-impaired debtor or guarantor, who, to the best knowledge of the originator or original lender [...]
	Verified? Yes
	PCS Comment
<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]>.</p> <p>The note below applies to points from 24 to 29.</p> <p>Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.</p> <p>For PCS, the key points of the EBA guidelines on this issue are:</p> <ol style="list-style-type: none"> <u>First</u> that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be "credit impaired". So that it is not necessary to reflect at what the term "credit impaired" could mean above and beyond those three items. <u>Secondly</u>, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a "credit impaired" debtor is the example of a failure to pay that can "reasonably be ignored" for the purposes of credit assessment. <p>Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.</p> <p>Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.</p> <p>In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisation. It is clear to PCS that the "credit impaired" prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of "sub-prime". Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a "prime/plain vanilla" transaction with no "sub-prime" aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.</p> <p>To determine whether this requirement is met, PCS has discussed this matter with the Originators and uses its knowledge of the market and market stakeholders as well as the explicit statements made in the prospectus and transaction documentation.</p> <ol style="list-style-type: none"> <u>Thirdly</u>, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not "credit impaired". 	
EBA Final non-ABCP STS Guidelines – statements on background and rationale	

No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt-restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.

40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:

(b) Interpretation of the term 'exposures to a credit-impaired debtor or guarantor': the interpretation should also take into account the interpretation provided in recital 26 of Regulation (EU) 2017/2402, according to which the circumstances specified in points (a) to (c) of Article 24(9) of that regulation are understood as specific situations of credit-impairedness to which exposures in the STS securitisation may not be exposed. Consequently, other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be outside the scope of this requirement. Moreover, taking into account the role of the guarantor as a risk bearer, it should be clarified that the requirement to exclude 'exposures to a credit-impaired debtor or guarantor' is not meant to exclude (i) exposures to a credit-impaired debtor when it has a guarantor that is not credit impaired; or (ii) exposures to a non-credit-impaired debtor when there is a credit-impaired guarantor;

(c) Interpretation of the term 'to the best knowledge of': the interpretation should follow the wording of recital 26 of Regulation (EU) 2017/2402, according to which an originator or original lender is not required to take all legally possible steps to determine the debtor's credit status but is only required to take those steps that the originator/original lender usually takes within its activities in terms of origination, servicing, risk management and use of information that is received from third parties. This should not require the originator or original lender to check publicly available information, or to check entries in at least one credit registry where an originator or original lender does not conduct such checks within its regular activities in terms of origination, servicing, risk management and use of information received from third parties, but rather relies, for example, on other information that may include credit assessments provided by third parties. Such clarification is important because corporates that are not subject to EU financial sector regulation and that are acting as sellers with respect to STS securitisation may not always check entries in credit registries and, in line with the best knowledge standard, should not be obliged to perform additional checks at origination of any exposure for the purposes of later fulfilling this criterion in terms of any credit-impaired debtors or guarantors;

EBA Final non-ABCP STS Guidelines

4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

Exposures to a credit-impaired debtor or guarantor

39. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the circumstances specified in points (a) to (c) of that paragraph should be understood as definitions of credit-impairedness. Other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be considered to be excluded from this requirement.

40. The prohibition of the selection and transfer to SSPE of underlying exposures 'to a credit-impaired debtor or guarantor' as referred to in Article 20(11) of Regulation (EU) 2017/2402 should be understood as the requirement that, at the time of selection, there should be a recourse for the full securitised exposure amount to at least one non-credit-impaired party, irrespective of whether that party is a debtor or a guarantor. Therefore, the underlying exposures should not include either of the following:

- (a) exposures to a credit-impaired debtor, when there is no guarantor for the full securitised exposure amount;
- (b) exposures to a credit-impaired debtor who has a credit-impaired guarantor.

To the best of the originator's or original lender's knowledge

41. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the 'best knowledge' standard should be considered to be fulfilled on the basis of information obtained only from any of the following combinations of sources and circumstances:

- (a) debtors on origination of the exposures;
- (b) the originator in the course of its servicing of the exposures or in the course of its risk management procedures;
- (c) notifications to the originator by a third party;
- (d) publicly available information or information on any entries in one or more credit registries of persons with adverse credit history at the time of origination of an underlying exposure, only to the extent that this information had already been taken into account in the context of (a), (b) and (c), and in accordance with the applicable regulatory and supervisory requirements, including with respect

	to sound credit granting criteria as specified in Article 9 of Regulation (EU) 2017/2402. This is with the exception of trade receivables that are not originated in the form of a loan, with respect to which credit-granting criteria do not need to be met.
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25	Legislative text	
	Article 20 - Requirements relating to simplicity	
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:	
	(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	
	STS criteria	
	25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	
	Verified?	Yes
	PCS Comment	
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge <u>has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination</u> or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]>>.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

26	Legislative text		
	Article 20 - Requirements relating to simplicity		
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>		
	STS criteria		
	26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:		
	<table border="1"> <tr> <td data-bbox="190 767 1137 798">Verified?</td><td data-bbox="1137 767 2101 798">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination <u>or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]</u>>.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>		

EBA Final non-ABCP STS Guidelines**4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))*****Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process***

42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.

27	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>
	STS criteria
	<p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p>
	Verified?
	Yes
	PCS Comment
	<p>This requirement is not applicable since none of the Borrowers <<has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer>>. See in this respect the statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
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28	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>
	STS criteria
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;
	Verified?
	Yes
	PCS Comment
	<p>This requirement is not applicable since none of the Borrowers <<has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer>>. See in this respect the statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer [...]>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	EBA Final non-ABCP STS Guidelines

29	Legislative text		
	Article 20 - Requirements relating to simplicity		
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>		
	STS criteria		
	29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;		
	<table border="1"> <tr> <td data-bbox="190 759 1137 785">Verified?</td> <td data-bbox="1137 759 2101 785">Yes</td> </tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(i), <<[...] for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer, (ii) <u>was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history,</u> or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by it which have not been assigned under the Securitisation. Each Originator has represented and warranted that, with respect to each Claim, each Borrower has paid at least one instalment (including principal and interest or interest only) of the relevant amortisation plan as at the Valuation Date. In particular (i) under the Warranty and Indemnity Agreements each Originator has represented and warranted that no Claim was classified on the Valuation Date as in "default", "past due", "unlikely to pay", "sofferenza a sistema", "potenziale anomalo", past due forborne or which is re-performing ("ex sofferenza") and (ii) according to the C.R.Asti Criteria and the Biver Criteria, no Claim which was in "default", "past due", "unlikely to pay", "sofferenza a sistema", past due forborne or which is re-performing on 31 March 2019 and/or on the Valuation Date has been transferred to the Issuer>>.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		

No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:

(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;

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4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

Credit registry

43. The requirement referred to in Article 20(11)(b) of Regulation (EU) 2017/2402 should be limited to exposures to debtors or guarantors to which both of the following requirements apply at the time of origination of the underlying exposure:

- (a) the debtor or guarantor is explicitly flagged in a credit registry as an entity with adverse credit history due to negative status or negative information stored in the credit registry;
- (b) the debtor or guarantor is on the credit registry for reasons that are relevant to the purposes of the credit risk assessment.

30	Legislative text
	Article 20 - Requirements relating to simplicity
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, 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, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.</p> <p>or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <p>(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p> <p>(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;</p> <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>
	STS criteria
	<p>30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>
	Verified?
	Yes
	PCS Comment
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<[...] for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer, (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history, or (iii) <u>has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by it which have not been assigned under the Securitisation</u>. Each Originator has represented and warranted that, with respect to each Claim, each Borrower has paid at least one instalment (including principal and interest or interest only) of the relevant amortisation plan as at the Valuation Date. In particular (i) under the Warranty and Indemnity Agreements each Originator has represented and warranted that no Claim was classified on the Valuation Date as in "default", "past due", "unlikely to pay", "sofferenza a sistema", "potenziale anomalo", past due forborne or which is re-performing ("ex sofferenza") and (ii) according to the C.R.Asti Criteria and the Biver Criteria, no Claim which was in "default", "past due", "unlikely to pay", "sofferenza a sistema", past due forborne or which is re-performing on 31 March 2019 and/or on the Valuation Date has been transferred to the Issuer>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale

No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:

(e) Interpretation of the term 'significantly higher risk of contractually agreed payments not being made for comparable exposures': the term should be interpreted with a similar meaning to the requirement aiming to prevent adverse selection of assets referred to in Article 6(2) of Regulation (EU) 2017/2402, and further specified in the Article 16(2) of the Delegated Regulation specifying in greater detail the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402, given that in both cases the requirement (i) aims to prevent adverse selection of underlying exposures and (ii) relates to the comparison of the credit quality of exposures transferred to the SSPE and comparable exposures that remain on the originator's balance sheet. To facilitate the interpretation, a list is given of examples of how to achieve compliance with the requirement.

EBA Final non-ABCP STS Guidelines

4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

Risk of contractually agreed payments not being made being significantly higher than for comparable exposures

44. For the purposes of Article 20(11)(c) of Regulation (EU) 2017/2402, the exposures should not be considered to have a 'credit assessment of 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' when the following conditions apply:

- (a) the most relevant factors determining the expected performance of the underlying exposures are similar;
- (b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.

45. The requirement in the previous paragraph should be considered to have been met where either of the following applies:

- (a) the underlying exposures do not include exposures that are classified as doubtful, impaired, non-performing or classified to the similar effect under the relevant accounting principles;
- (b) the underlying exposures do not include exposures whose credit quality, based on credit ratings or other credit quality thresholds, significantly differs from the credit quality of comparable exposures that the originator originates in the course of its standard lending operations and credit risk strategy.

31	Legislative text
	Article 20 - Requirements relating to simplicity
	20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.
	STS criteria
	31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.
	Verified?
	Yes
	PCS Comment
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, [...] <u>each Borrower has paid at least one instalment (including principal and interest or interest only) of the relevant amortisation plan as at the Valuation Date</u>>>.</p> <p>See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(k), <<[...] for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, pursuant to the Criteria set out in the Transfer Agreements, the Claims arise from Loans in respect of which <u>at least the first instalment of the relevant amortization plan is past due and has been paid by the relevant Debtor as at the relevant Valuation Date</u>>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	At least one payment made (Article 20(12))
	<p>41. STS securitisations should minimise the extent to which investors are required to analyse and assess fraud and operational risk. At least one payment should therefore be made by each underlying borrower at the time of transfer, since this reduces the likelihood of the loan being subject to fraud or operational issues, unless in the case of revolving securitisations in which the distribution of securitised exposures is subject to constant changes because the securitisation relates to exposures payable in a single instalment or with an initial legal maturity of an exposure of below one year.</p>
	42. To facilitate consistent interpretation of this criterion, its scope and the types of payments referred to therein should be further clarified.
	EBA Final non-ABCP STS Guidelines
	4.6 At least one payment made (Article 20(12))
	Scope of the criterion
	46. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, further advances in terms of an exposure to a certain borrower should not be deemed to trigger a new 'at least one payment' requirement with respect to such an exposure.
	At least one payment
	47. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, the payment referred to in the requirement according to which 'at least one payment' should have been made at the time of transfer should be a rental, principal or interest payment or any other kind of payment.

32	Legislative text		
	Article 20 - Requirements relating to simplicity		
	<p>20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.</p> <p>The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.</p>		
	STS criteria		
	32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.		
	<table border="1"> <tr> <td data-bbox="190 493 1137 523">Verified?</td><td data-bbox="1137 493 2101 523">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(I), <<[...]The repayments of principal to be made to the Noteholders have not been structured to depend predominantly on the sale of the Real Estate Assets securing the Mortgage Loans>>.</p> <p>See also "THE PORTFOLIO" where it is stated that <<The Claims have characteristics that taken together with the structural features of the Securitisation (including the Portfolio and the proceeds expected to be received therefrom, the Cash Reserve, the Conditions of the Notes and the rights and benefits set out in the Transaction Documents) demonstrate capacity to produce funds to service any payments which become due and payable in respect of the Notes in accordance with the Conditions.>>.</p> <p>Further, it is also stated that <<Amortisation profile -</p> <p>The Mortgage Loans comprised in the Portfolio provides for the following amortisation profiles:</p> <p>(i) a portion of the Portfolio is determined in accordance with the so called "French method", whereby the instalments in respect of each mortgage loan include a principal component, which decreases throughout the duration of the mortgage loan, and a variable interest component;</p> <p>(ii) a portion of the Portfolio is determined in accordance with (X) a "constant-instalment method" whereby instalments in respect of each Mortgage Loan are constant throughout the duration of the relevant Mortgage Loan and include the interest component and a principal component equal to the positive difference, if any, between the amount of the constant instalment and the interest component. Thus, a decrease of the applicable interest rate will cause a shortening of the amortisation profile of the relevant Mortgage Loan. In the case, on the other hand, of an increase in the floating rate interest, the amount of principal comprised in the constant instalments would be reduced and the amortisation plan would be extended accordingly. In addition, some of the Mortgage Loans with a "constant instalment" amortisation profile may have the so called "renegotiation clause" whereby the relevant instalments are constant throughout the duration of the relevant Mortgage Loan and include a principal component and an interest component both of which may vary in accordance with the increase or decrease of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the relevant mortgage loan. Moreover, by operation of the "renegotiation clause", should, following an increase in the floating rate interest, (A) on the maximum expiry date of the mortgage loan, the amount of principal falling due in occasion of the last instalment be higher than Euro 10,000 or (B) on the date when the instalment falls due the interest component of such instalment be higher than the total due amount of that instalment, the amount of each constant instalment still due (including the outstanding instalment) will be re-computed, taking into account the residual principal amount of the loan at that time, the new rate of interest and the maximum duration of the amortisation plan originally agreed in the loan agreement.>></p> <p>Accordingly, PCS is sufficiently satisfied that none of the assets in the pool display any predominant reliance on the sale of the assets.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		

No predominant dependence on the sale of assets (Article 20(13))

43. Dependence of the repayment of the holders of the securitisation positions on the sale of assets securing the underlying exposures increases the liquidity risks, market risks and maturity transformation risks to which the securitisation is exposed. It also makes the credit risk of the securitisation more difficult for investors to model and assess.

44. The objective of this criterion is to ensure that the repayment of the principal balance of exposures at the contract maturity – and therefore repayment of the holders of the securitisation positions – is not intended to be predominantly reliant on the sale of assets securing the underlying exposures, unless the value of the assets is guaranteed or fully mitigated by a repurchase obligation.

45. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:

(a) the term 'predominant dependence' on the sale of assets securing the underlying exposures should be further interpreted:

(i) when assessing whether the repayment of the holders of the securitisation positions is or is not predominantly dependent on the sale of assets, the following three aspects should be taken into account: (i) the principal balance at contract maturity of underlying exposures that depend on the sale of assets securing those underlying exposures to repay the balance; (ii) the distribution of maturities of such exposures across the life of the transaction, which aims to reduce the risk of correlated defaults due to idiosyncratic shocks; and (iii) the granularity of the pool of exposures, which aims to promote sufficient distribution in sale dates and other characteristics that may affect the sale of the underlying exposures.

(i) no types of securitisations should be excluded ex ante from the compliance with this criterion and from the STS securitisation as long as they meet all the requirements specified in the guidance. For example, this criterion does not aim to exclude leasing transactions and interest-only residential mortgages from STS securitisation, provided they comply with the guidance provided and all other applicable STS requirements. However, it is expected that commercial real estate transactions, or securitisations where the assets are commodities (e.g. oil, grain, gold), or bonds whose maturity dates fall after the maturity date of the securitisation, would not meet these requirements, as in all these cases it is expected that the repayment is predominantly reliant on the sale of the assets, that other possible ways to repay the securitisation positions are substantially limited, and that the granularity of the portfolio is low.

46. With respect to the exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402, it should be ensured that the entity providing the guarantee or the repurchase obligation of the assets securing the underlying exposures is not an empty-shell or defaulted entity, so that it has sufficient loss absorbency to exercise the guarantee of the repurchase of the assets.

EBA Final non-ABCP STS Guidelines

4.7 No Predominant dependence on the sale of assets

Predominant dependence on the sale of assets

48. For the purposes of Article 20(13) of Regulation (EU) 2017/2402, transactions where all of the following conditions apply, at the time of origination of the securitisation in cases of amortising securitisation or during the revolving period in cases of revolving securitisation, should be considered not predominantly dependent on the sale of assets securing the underlying exposures, and therefore allowed:

- (a) the contractually agreed outstanding principal balance, at contract maturity of the underlying exposures that depend on the sale of the assets securing those underlying exposures to repay the principal balance, corresponds to no more than 50% of the total initial exposure value of all securitisation positions of the securitisation;
- (b) the maturities of the underlying exposures referred to in point (a) are not subject to material concentrations and are sufficiently distributed across the life of the transaction;
- (c) the aggregate exposure value of all the underlying exposures referred to in point (a) to a single obligor does not exceed 2% of the aggregate exposure value of all underlying exposures in the securitisation.

49. Where there are no underlying exposures in the securitisation that depend on the sale of assets to repay their outstanding principal balance at contract maturity, the requirements in paragraph 48 should not apply.

Exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402

50. The exemption referred to in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402 with regard to the repayment of holders of securitisation positions whose underlying exposures are secured by assets, the value of which is guaranteed or fully mitigated by a repurchase obligation of either the assets securing the underlying exposures or of the underlying exposures themselves by another third party or parties, the seller or the third parties should meet both of the following conditions:

- (a) they are not insolvent;
- (b) there is no reason to believe that the entity would not be able to meet its obligations under the guarantee or the repurchase obligation.

20.14. EBA, in close cooperation with ESMA and EIOPA, shall develop draft regulatory standards further specifying which underlying exposures referred to in paragraph 8 are deemed to be homogeneous.

EBA shall submit those draft regulatory standards to the Commission by 18 July 2018.

The Commission is empowered to supplement this Regulation by adopting the regulatory technical standards referred to in this paragraph in accordance with the procedure laid down in Articles 10 to 14 of Regulation (EU) No 1093/2010.

33	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	
	33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	Verified?	Yes
	PCS Comment	
	See statement in front page that <<[...] <i>each Originator has undertaken that it will: (i) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article 6, paragraph 3, of Regulation (EU) no. 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 (the "EU Securitisation Regulation") and the applicable regulatory technical standards issued from time to time by the European Banking Authority or the European Securities and Markets Authority, as applicable (the "Regulatory Technical Standards"); (ii) not change the manner in which the net economic interest is held, unless expressly permitted by article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; (iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Computation Agent in order to be disclosed in the Investor Report; (iii) comply with the disclosure obligations imposed on originators under article 7, paragraph 1, letter (e)(iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; and (iv) procure that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, subject always to any requirement of law, provided that the Originators are only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the applicable Regulatory Technical Standards are applicable to the Securitisation.>>.</i>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Risk retention (Article 21(1)) 47. The main objective of the risk retention criterion is to ensure an alignment between the originators'/sponsors'/original lenders' and investors' interests, and to avoid application of the originate-to-distribute model in securitisation. 48. The content of the criterion is deemed sufficiently clear that no further guidance in addition to that provided by the Delegated Regulation further specifying the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402 is considered necessary.	
	EBA Final non-ABCP STS Guidelines	

34	Legislative text
	Article 21 - Requirements relating to standardisation
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.
	STS criteria
	34. The interest rate [risks arising from the securitisation shall be appropriately mitigated].
	Verified?
	PCS Comment
	<p>Clearly and explicitly, “appropriate” hedging does not require “perfect” hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a “major share” of the risk from an “economic perspective”. However, the definition of “appropriate” hedging or a “major share” of the risk will always contain an element of subjectivity and must be analysed on a case by case basis.</p> <p>The fact that the Regulation was crafted by the legislators to recognise existing high-quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.</p> <p>This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on the review of the Risk Factors section of the Prospectus and the reports from rating agencies. Rating agencies as credit specialists should highlight in their analysis any substantial and unusual interest rate risks.</p> <p>In this transaction, no interest rate swap has been entered into.</p> <p>See the Risk Factor section headed “Interest rate risk”, where it is stated that <<In order to mitigate the interest rate risk in respect of the Rated Notes, the rate of interest payable on the Rated Notes is subject to a cap of: (A) for the Class A Notes (x) 2.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021; and (y) 3.50 per cent. per annum on any Interest Payment Date thereafter and as (b) for the Class B Notes (x) 3.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021; and (y) 4.50 per cent. per annum on any Interest Payment Date thereafter. Prospective Noteholders should also note that the composition of the Portfolio and the cash flows that should derive therefrom have been appropriately evaluated and, notwithstanding the above, the Claims have characteristics that demonstrate capacity to produce funds to service any payments due under the Notes.>>.</p> <p>Further, the section “THE PORTFOLIO”, contains a summary of the measures to mitigate the interest rate risk. In particular: it is stated that <<Due to the above described Portfolio features, the Securitisation may be exposed to interest rate risk. The structural features described below are intended to appropriately mitigate this risk.</p> <p><u>Cap on the interest payable in respect of the Notes</u> – As a result of the combined effect of (a) a significant switch of the Borrowers from a floating rate to a fixed rate and (b) an interest rate increase, the amount available to the Issuer to pay interest on the Notes may be negatively affected. The interest payable in respect of the Notes is subject to a cap mechanism. Such cap mechanism prevents the interest due (a) in respect of the Class A Notes from raising above 2.50% prior to June 2021, and above 3.50% thereafter and (b) in respect of the Class B Notes from raising above 3.50% prior to June 2021, and above 4.50% thereafter, in each case mitigating the risk that shortfalls deriving from mismatches between assets and liabilities adversely affect Interest payments due in respect of the Rated Notes.</p> <p><u>Structural subordination</u> – The capital structure of the Securitisation provides for the issuance of the Junior Notes. The repayment of the Junior Notes will be made according to the relevant Priority of Payment subject to the Portfolio generating sufficient cash flows to repay the amounts due in respect of the Rated Notes. This means that <u>in an interest raising scenario the Junior Notes may absorb potential losses – including those stemming from interest rate risk – that would otherwise affect the Rated Notes</u>. The drawings to be made under each Subordinated Loan will be credited to the Cash Reserve Account on the Issue Date and will form part of the Issuer Available Funds. The Issuer Available funds will be applied according to the relevant Priority of Payments.>>.</p> <p>In the case of this Transaction, PCS notices that an extensive analysis in respect of interest rate risk and the relevant mitigation has been conducted and disclosed in the Prospectus in the section “RISK FACTORS”, sub-section “Interest rate risk” and in the Section “The Portfolio” and PCS has obtained sufficient ground to consider this point verified, notwithstanding the absence of a specific interest rate hedging instrument.</p> <p>EBA Final non-ABCP STS Guidelines – statements on background and rationale</p> <p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p>

50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.

51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.

52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:

- (a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;
- (b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;
- (c) clarification of the term 'common standards in international finance'.

EBA Final non-ABCP STS Guidelines

5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))

Appropriate mitigation of interest-rate and currency risks

51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.

52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:

- (a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;
- (b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;
- (c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.

53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.

35	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment	
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(n), that <<[...] there is no currency risk since (i) under the Warranty and Indemnity Agreements, each Originator has represented and warranted that all Mortgage Loans are denominated in Euro and do not contain provisions which allow for the conversion into another currency, and (ii) pursuant to the Conditions, the Notes are denominated in Euro>>.	
	Therefore, PCS' view is that in the absence of any currency mismatch, no currency hedging is necessary.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
Appropriate mitigation of interest-rate and currency risks (Article 21(2))		
49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.		
50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.		
51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.		
52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:		
(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;		
(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;		
(c) clarification of the term 'common standards in international finance'.		
EBA Final non-ABCP STS Guidelines		
5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))		
Appropriate mitigation of interest - rate and currency risks		
51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant		

scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.

52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:

- (a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;
- (b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;
- (c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.

53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.

54. The measures referred to in paragraphs 52 and 53, as well as the reasoning supporting the appropriateness of the mitigation of the interest-rate and currency risks through the life of the transaction, should be disclosed.

36	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	
	36. Any measures taken to that effect shall be disclosed.	
	Verified?	Yes
	PCS Comment	
	See points 34 and 35 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term ‘common standards in international finance’.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>54. The measures referred to in paragraphs 52 and 53, as well as the reasoning supporting the appropriateness of the mitigation of the interest-rate and currency risks through the life of the transaction, should be disclosed.</p>	

37	Legislative text		
	Article 21 - Requirements relating to standardisation		
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.</p> <p>Those derivatives shall be underwritten and documented according to common standards in international finance.</p>		
	STS criteria		
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...		
	<table border="1"> <tr> <td data-bbox="181 408 1137 432">Verified?</td><td data-bbox="1137 408 2096 432">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(n), that <<(n) (i) under the Warranty and Indemnity Agreements, each Originator has represented and warranted that, as at the Valuation Date and as at the Initial Execution Date, each Portfolio does not comprise any derivatives, and (ii) under the Conditions, the Issuer has undertaken that, for so long as any amount remains outstanding in respect of the Notes of any Class, it shall not enter into derivative contracts save as expressly permitted by article 21, paragraph 2 of the EU Securitisation Regulation [...].>></p> <p>We also note that the definition of "Eligible Investments" does not include <<[...] (a) in no case shall such investment be made, in whole or in part, actually or potentially, in (A) tranches of other asset backed securities; or (B) credit linked notes, swaps or other derivatives instruments, or synthetic securities; or (C) any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral;.>>.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>		
	EBA Final non-ABCP STS Guidelines		

5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))

Derivatives

55. For the purpose of Article 21(2) of Regulation (EU) 2017/2402, exposures in the pool of underlying exposures that merely contain a derivative component exclusively serving the purpose of directly hedging the interest-rate or currency risk of the respective underlying exposure itself, which are not themselves derivatives, should not be understood to be prohibited.

38	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.</p> <p>Those derivatives shall be underwritten and documented according to common standards in international finance.</p>
	STS criteria
	38. ...Shall ensure that the pool of underlying exposures does not include derivatives.
	Verified?
	PCS Comment
	<p>See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(n), that <<(n) (i) under the Warranty and Indemnity Agreements, <u>each Originator has represented and warranted that, as at the Valuation Date and as at the Initial Execution Date, each Portfolio does not comprise any derivatives [...].>>.</u></p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>
	EBA Final non-ABCP STS Guidelines

5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))

Derivatives

55. For the purpose of Article 21(2) of Regulation (EU) 2017/2402, exposures in the pool of underlying exposures that merely contain a derivative component exclusively serving the purpose of directly hedging the interest-rate or currency risk of the respective underlying exposure itself, which are not themselves derivatives, should not be understood to be prohibited.

39	Legislative text		
	Article 21 - Requirements relating to standardisation		
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.</p> <p>Those derivatives shall be underwritten and documented according to common standards in international finance.</p>		
	STS criteria		
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.		
	<table border="1"> <tr> <td data-bbox="192 464 1137 496">Verified?</td><td data-bbox="1137 464 2096 496">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>No derivative is entered into by the Issuer. Therefore, this requirement does not apply.</p> <p>See Terms and Conditions, Condition 4 (Covenants) §(a)(xiv): <<For so long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in or envisaged by these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law), shareholders' meetings to be convened in order to: [...] No derivative contracts - enter into derivative contracts save as expressly permitted by article 21, paragraph 2, of the EU Securitisation Regulation.>></p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>		
	EBA Final non-ABCP STS Guidelines		

5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))**Common standards in international finance**

56. For the purposes of Article 21(2) of Regulation (EU) 2017/2402, common standards in international finance should include ISDA or similar established national documentation standards.

40	Legislative text
	Article 21 - Requirements relating to standardisation
	21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.
	STS criteria
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.
	Verified? Yes
PCS Comment	
<p>As for <u>assets</u>:</p> <ul style="list-style-type: none"> some of the Loans bear a fixed interest rate, some other are floating rate and some other bear a fixed interest rate, but the Borrower has the option to switch to a floating rate at certain expiry dates scheduled in advance (see section "THE TRANSFER AGREEMENTS" eligibility criterion §(7)). In any case, where a floating rate applies, it is based on EURIBOR; <p>As for <u>liabilities</u>:</p> <ul style="list-style-type: none"> see Condition 5 (<i>Interest</i>) where in §(c) it is confirmed that interest rate applicable on the Class A and Class B Notes will be <u>EURIBOR based and will be subject to both a cap and a floor</u>. The Junior Notes bear a variable return only calculated as excess spread. <p>PCS also notes that EBA Guidelines provide that a complex formula or derivative should not be deemed to exist in the case of the mere use of interest-rate caps or floors.</p>	
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
<p>Referenced interest payments (Article 21 (3))</p> <p>53. The objective of this criterion is to prevent securitisations from making reference to interest rates that cannot be observed in the commonly accepted market practice. The credit risk and cash flow analysis that investors must be able to carry out should not involve atypical, complex or complicated rates or variables that cannot be modelled on the basis of market experience and practice.</p> <p>54. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) the scope of the criterion (by specifying the common types and examples of interest rates captured by this criterion);</p> <p>(b) the term 'complex formulae or derivatives'.</p>	
EBA Final non-ABCP STS Guidelines	

5.2 Referenced interest payments (Article 21 (3))

Referenced rates

57. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, interest rates that should be considered to be an adequate reference basis for referenced interest payments should include all of the following:

- (a) interbank rates including the Libor, Euribor and other recognised benchmarks;
- (b) rates set by monetary policy authorities, including FED funds rates and central banks' discount rates;
- (c) sectoral rates reflective of a lender's cost of funds, including standard variable rates and internal interest rates that directly reflect the market costs of funding of a bank or a subset of institutions, to the extent that sufficient data are provided to investors to allow them to assess the relation of the sectoral rates to other market rates.

Complex formulae or derivatives

58. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, a formula should be considered to be complex when it meets the definition of an exotic instrument by the Global Association of Risk Professionals (GARP), which is a financial asset or instrument with features that make it more complex than simpler, plain vanilla, products. A complex formula or derivative should not be deemed to exist in the case of the mere use of interest-rate caps or floors.

41	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>
	STS criteria
	<p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>
	Verified?
	Yes
	PCS Comment
	<p>See Post Enforcement Priority of Payments, items (i) to (iv).</p> <p>See also "COMPLIANCE WITH STS REQUIREMENTS" where under §(p) it is stated that <<(p) [...] following the service of an Issuer Acceleration Notice, (i) no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents [...]>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.</p> <p>56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.</p> <p>57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.</p> <p>58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.</p>
	EBA Final non-ABCP STS Guidelines
	<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>Exceptional circumstances</p> <p>59. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, a list of 'exceptional circumstances' should, to the extent possible, be included in the transaction documentation.</p> <p>60. Given the nature of 'exceptional circumstances' and in order to allow some flexibility with respect to potential unusual circumstances requiring that cash be trapped in the SSPE in the best interests of investors, where a list of 'exceptional circumstances' is included in the transaction documentation in accordance with paragraph 59, such a list should be non-exhaustive.</p>

Amount trapped in the SSPE in the best interests of investors

61. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, the amount of cash to be considered as trapped in the SSPE should be that agreed by the trustee or other representative of the investors who is legally required to act in the best interests of the investors, or by the investors in accordance with the voting provisions set out in the transaction documentation.
62. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, it should be permissible to trap the cash in the SSPE in the form of a reserve fund for future use, as long as the use of the reserve fund is exclusively limited to the purposes set out in Article 21(4)(a) of Regulation (EU) 2017/2402 or to orderly repayment to the investors.

42	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>
	STS criteria
	42. Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;
	Verified? Yes
	PCS Comment
	<p>PCS notes that principal payments are made sequentially both in a pre and a post enforcement scenario and there are no cases in which repayment is reversed with regard to the seniority of the various classes of Notes.</p> <p>See items (ix) and (xi) of the “Pre Enforcement Priority of Payments” and items (vi) and (viii) of the “Post Trigger Notice Priority of Payments”.</p>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	<p>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.</p> <p>56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.</p> <p>57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.</p> <p>58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.</p>
	EBA Final non-ABCP STS Guidelines
	<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>Repayment</p> <p>63. The requirements in Article 21(4)(b) of Regulation (EU) 2017/2402 should be understood as covering only the repayment of the principal, without covering the repayment of interest.</p> <p>64. For the purposes of Article 21(4)(b) of Regulation (EU) 2017/2402, non-sequential payments of principal in a situation where an enforcement or an acceleration notice has been delivered should</p>

	be prohibited. Where there is no enforcement or acceleration event, principal receipts could be allowed for replenishment purposes pursuant to Article 20(12)) of that Regulation.
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43	Legislative text	
	Article 21 - Requirements relating to standardisation	
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p>(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p>	
	STS criteria	
	43. Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	
	Verified?	Yes
	PCS Comment	
	See point 42 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

44	Legislative text		
	Article 21 - Requirements relating to standardisation		
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p>(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p> <p>(d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>		
	STS criteria		
	44. No provisions shall require automatic liquidation of the underlying exposures at market value.		
	<table border="1"> <tr> <td data-bbox="190 616 1137 646">Verified?</td><td data-bbox="1137 616 2101 646">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	See "COMPLIANCE WITH STS REQUIREMENTS" where under §(p) it is stated that <<(p) [...] the Issuer (or the Representative of the Noteholders on its behalf) may dispose of the Claims, subject to the terms and conditions of the Intercreditor Agreement and the Mandate Agreement, it being understood that <u>no provisions shall require the automatic liquidation of the Claims</u> >>.		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	EBA Final non-ABCP STS Guidelines		
	<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>Liquidation of the underlying exposures at market value</p> <p>65. For the purposes of Article 21(4)(d) of Regulation (EU) 2017/2402, the investors' decision to liquidate the underlying exposures at market value should not be considered to constitute an automatic liquidation of the underlying exposures at market value.</p>		

45	Legislative text
	Article 21 - Requirements relating to standardisation
	21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.
	STS criteria
	45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.
	Verified? Yes
	PCS Comment
	<p>The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment.</p> <p>This transaction does not contain non-sequential payments in respect of principal. See point 42 above.</p> <p>We note, though that interest on Class B Notes is paid higher than principal on Class A Notes only if certain "Performance Triggers" have not occurred (see in particular item (vi)th).</p> <p>Such Performance Triggers are performance related triggers, since they are directly linked to the percentage of Cumulative Default Ratio (see definition of "Performance Trigger", being the Cumulative Default Ratio exceeding 4.5%).</p> <p>PCS has therefore taken the view that this requirement is met.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	Non-sequential priority of payments (Article 21(5))
	<p>59. The objective of this criterion is to ensure that non-sequential (pro rata) amortisation should be used only in conjunction with clearly specified contractual triggers that determine the switch of the amortisation scheme to a sequential priority, safeguarding the transaction from the possibility that credit enhancement is too quickly amortised as the credit quality of the transaction deteriorates, thereby exposing senior investors to a decreasing amount of credit enhancement.</p> <p>60. To facilitate consistent interpretation of this criterion, a non-exhaustive list of examples of performance-related triggers that may be included is provided in the guidance.</p>
	EBA Final non-ABCP STS Guidelines
	5.4 Non-sequential priority of payments (Article 21(5))
	Performance-related triggers
	<p>66. For the purposes of Article 21(5) of Regulation (EU) 2017/2402, the triggers related to the deterioration in the credit quality of the underlying exposures may include the following:</p> <p>(a) with regard to underlying exposures for which a regulatory expected loss (EL) can be determined in accordance with Regulation (EU) 575/2013 or other relevant EU regulation, cumulative losses that are higher than a certain percentage of the regulatory one-year EL on the underlying exposures and the weighted average life of the transaction;</p> <p>(b) cumulative non-matured defaults that are higher than a certain percentage of the sum of the outstanding nominal amount of tranche held by the investors and the tranches that are subordinated to them;</p> <p>(c) the weighted average credit quality in the portfolio decreasing below a given pre-specified level or the concentration of exposures in high credit risk (probability of default) buckets increasing above a pre-specified level.</p>

46	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:	
	STS criteria	
	46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:	
	Verified?	Yes
	PCS Comment	
	This provision only applies to transactions with a revolving period. This Transaction does not contemplate a revolving period. Therefore, this requirement does not apply.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21 (6))	

61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.	
62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.	

EBA Final non-ABCP STS Guidelines	
5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21 (6))	
Insolvency-related event with regard to the servicer	
67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following:	
(a) it should enable the replacement of the servicer in order to ensure continuation of the servicing;	
(b) it should trigger the termination of the revolving period.	

47	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following: (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	
	STS criteria	
	47. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following: (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	
	Verified?	Yes
	PCS Comment	
	This provision only applies to transactions with a revolving period. This Transaction does not contemplate a revolving period. Therefore, this requirement does not apply.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21(6)) 61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation. 62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.	
	EBA Final non-ABCP STS Guidelines	

48	Legislative text		
	Article 21 - Requirements relating to standardisation		
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>		
	STS criteria		
	<p>48. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>		
	<table border="1"> <tr> <td data-bbox="192 603 1137 630">Verified?</td> <td data-bbox="1137 603 2098 630">Yes</td> </tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>This provision only applies to transactions with a revolving period. This Transaction does not contemplate a revolving period. Therefore, this requirement does not apply.</p>		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>		
	EBA Final non-ABCP STS Guidelines		
	<p>5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p><i>Insolvency-related event with regard to the servicer</i></p> <p>67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following:</p> <p>(a) it should enable the replacement of the servicer in order to ensure continuation of the servicing;</p> <p>(b) it should trigger the termination of the revolving period.</p>		

49	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <ul style="list-style-type: none"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
	STS criteria
	<p>49. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <ul style="list-style-type: none"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
	Verified?
	Yes
	PCS Comment
	This provision only applies to transactions with a revolving period. This Transaction does not contemplate a revolving period. Therefore, this requirement does not apply.
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>
	EBA Final non-ABCP STS Guidelines

50	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <ul style="list-style-type: none"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).
	STS criteria
	<p>50. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <ul style="list-style-type: none"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).
	Verified?
	PCS Comment
	<p>This provision only applies to transactions with a revolving period. This Transaction does not contemplate a revolving period. Therefore, this requirement does not apply.</p>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>
	EBA Final non-ABCP STS Guidelines

51	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.7. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;	
	STS criteria	
	51. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;	
	Verified?	Yes
	PCS Comment	
	For the <u>Servicer</u> , see "THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT" – " <i>Duties of the Servicers</i> ". For the <u>Representative of the Noteholders</u> (that performs the activities of the trustee) see the " <i>Rules of the Organisation of the Noteholders</i> ", Article 27 (<i>Duties and powers</i>). See also "THE OTHER TRANSACTION DOCUMENTS" subsections " <i>The Intercreditor Agreement</i> " and " <i>The Mandate Agreement</i> ".	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Transaction Documentation (Article 21 (7)) 63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction. 64. This criterion is considered sufficiently clear and no further guidance is considered necessary.	
	EBA Final non-ABCP STS Guidelines	

52	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.7. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p>(b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>
	STS criteria
	<p>52. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>
	Verified?
	Yes
	PCS Comment
	<p>See "THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT" – "<i>Termination and resignation of the Servicers and withdrawal of the Issuer</i>".</p> <p>This section summarises the provisions of the Servicing Agreement, including the servicer termination events and the procedure for the replacement of the Servicer. We note that a Back-up Servicer is also appointed, to act as servicer on the terms set forth in the Servicing Agreement, should the appointment of the Originators as Servicers be terminated pursuant to the terms of the Servicing Agreements, due to the occurrence of a servicer termination event. It is also provided that the Servicer will continue to act as servicer until the replacement is effective: <<<i>The termination and the resignation of the relevant Servicer shall become effective after 5 Business Days have elapsed from the date specified in the notice of the termination or of the resignation, or from the date, if subsequent, of the appointment of the substitute servicer.</i>>>.</p>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	<p>Transaction Documentation (Article 21 (7))</p> <p>63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.</p> <p>64. This criterion is considered sufficiently clear and no further guidance is considered necessary.</p>
	EBA Final non-ABCP STS Guidelines

53	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.7. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p>(b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p> <p>(c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>
	STS criteria
	53. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.
	Verified?
	PCS Comment
	<p>No derivative counterparties and no liquidity providers are contemplated in this transaction.</p> <p><u>As for the Transaction Bank see the section "THE AGENCY AND ACCOUNTS AGREEMENT" and the statement that <<The appointment of any Agent may be terminated by the Issuer (with the prior written approval of the Representative of the Noteholders) upon 45 days' written notice or upon the occurrence of certain events of default or insolvency or of similar events occurring in relation to such Agent. If any of the Agents will resign or be removed, the Issuer will promptly and in any event within 30 (thirty) days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to appoint a successor within such period, the Italian Paying Agent may select a leading bank approved by the Representative of the Noteholders to act as the relevant Agent and the Issuer will appoint that bank as the successor Agent.>>.</u></p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Transaction Documentation (Article 21 (7))</p> <p>63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.</p> <p>64. This criterion is considered sufficiently clear and no further guidance is considered necessary.</p>
	EBA Final non-ABCP STS Guidelines

54	Legislative text
	Article 21 - Requirements relating to standardisation
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.
	STS criteria
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised
	Verified? Yes
	PCS Comment
<p>See "COMPLIANCE WITH STS REQUIREMENTS" where under §(s) it is stated that <<(s) [...] pursuant to the Servicing Agreement, the Back-Up Servicer and any substitute servicer shall have expertise in servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures>>.</p> <p>See also section headed "THE ORIGINATORS AND SERVICERS".</p> <p>PCS notes that the Servicers are the two Originators that are banks that have been operating in Italy since several decades. Also the Back-up Servicer is an Italian long experienced bank.</p> <p>The Servicers and the Back-up Servicer, being banks, are entities that are "subject to prudential and capital regulation and supervision in the Union", as required by EBA Guidelines, §72(a).</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
<p>Expertise of the Servicer (Article 21 (8))</p> <p>65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.</p> <p>66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) criteria for determining the expertise of the servicer;</p> <p>(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.</p> <p>67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines
<p>5.8 Expertise of the servicer (Article 21 (8))</p> <p>Criteria for determining the expertise of the servicer</p> <p>68. For the purposes of determining whether a servicer has expertise in servicing exposures of a similar nature to those securitised in accordance with Article 21(8) of Regulation (EU) 2017/2402, both of the following should apply:</p> <p>(a) the members of the management body of the servicer and the senior staff, other than members of the management body, responsible for servicing exposures of a similar nature to those securitised should have adequate knowledge and skills in the servicing of exposures similar to those securitised;</p> <p>(b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise:</p> <p>(i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;</p> <p>(ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;</p>	

- (iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of servicing the exposures should be appropriate;
- (iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to the servicing of similar exposures to those securitised.

69. A servicer should be deemed to have the required expertise where either of the following applies:

- (a) the business of the entity, or of the consolidated group, to which the entity belongs, for accounting or prudential purposes, has included the servicing of exposures of a similar nature to those securitised, for at least five years;
- (b) where the requirement referred to in point (a) is not met, the servicer should be deemed to have the required expertise where they comply with both of the following:
 - (i) at least two of the members of its management body have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at personal level, of at least five years;
 - (ii) senior staff, other than members of the management body, who are responsible for managing the entity's servicing of exposures of a similar nature to those securitised, have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at a personal level, of at least five years;
 - (iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a).

70. For the purpose of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.

Exposures of similar nature

71. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, interpretation of the term 'exposures of similar nature' should follow the interpretation provided in paragraph 23 above.

55	Legislative text
	Article 21 - Requirements relating to standardisation
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.
	STS criteria
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.
	Verified?
	PCS Comment
	See point 54 above.
	See also policies/procedures described in "THE CREDIT AND COLLECTION POLICIES".
	The EBA Guidelines specify that the requisite elements of the criterion are met if the relevant entity is a prudentially regulated financial institution.
	This requirement is certainly met by the two Servicers, as confirmed in the statement contained in §(s) of "COMPLIANCE WITH STS REQUIREMENTS".
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	Expertise of the Servicer (Article 21 (8))
	65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.
	66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:
	(a) criteria for determining the expertise of the servicer;
	(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.
	67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.
	EBA Final non-ABCP STS Guidelines
	Expertise of the Servicer (Article 21 (8))
	Well-documented and adequate policies, procedures and risk management controls
	72. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, the servicer should be considered to have well documented and adequate policies, procedures and risk management controls relating to servicing of exposures' where either of the following conditions is met:
	(a) The servicer is an entity that is subject to prudential and capital regulation and supervision in the Union and such regulatory authorisations or permissions are deemed relevant to the servicing;
	(b) The servicer is an entity that is not subject to prudential and capital regulation and supervision in the Union, and a proof of existence of well-documented and adequate policies and risk management controls is provided that also includes a proof of adherence to good market practices and reporting capabilities. The proof should be substantiated by an appropriate third party review, such as by a credit rating agency or external auditor.

56	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	
	56. The transaction documentation shall set out in clear and consistent terms definitions	
	Verified?	Yes
	PCS Comment	
	<p>See point 54 above.</p> <p>See also policies/procedures described in "THE CREDIT AND COLLECTION POLICIES".</p> <p>See also statement in "COMPLIANCE WITH STS REQUIREMENTS" under §(t):</p> <p><<(t) [...] the Transfer Agreements, the Servicing Agreements and the Collection Policies attached thereto set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies [...].>>.</p> <p>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Remedies and actions related to delinquency and default of debtor (Article 21 (9))</p> <p>68. Investors should be in a position to know, when they receive the transaction documentation, what procedures and remedies are planned in the event that adverse credit events affect the underlying exposures of the securitisation. Transparency of remedies and procedures, in this respect, allows investors to model the credit risk of the underlying exposures with less uncertainty. In addition, clear, timely and transparent information on the characteristics of the waterfall determining the payment priorities is necessary for the investor to correctly price the securitisation position.</p> <p>69. To facilitate consistent interpretation of this criterion, the terms 'in clear and consistent terms' and 'clearly specify' should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.7 Remedies and actions related to delinquency and default of debtor (Article 21 (9))</p> <p>Clear and consistent terms</p> <p>For the purposes of Article 21(9) of Regulation (EU) 2017/2402, to 'set out clear and consistent terms' and to 'clearly specify' should be understood as requiring that the same precise terms are used throughout the transaction documentation in order to facilitate the work of investors.</p>	

57	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	
	57. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	Verified?	Yes
	PCS Comment	
	See point 56 above.	
	PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	

Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
68. Investors should be in a position to know, when they receive the transaction documentation, what procedures and remedies are planned in the event that adverse credit events affect the underlying exposures of the securitisation. Transparency of remedies and procedures, in this respect, allows investors to model the credit risk of the underlying exposures with less uncertainty. In addition, clear, timely and transparent information on the characteristics of the waterfall determining the payment priorities is necessary for the investor to correctly price the securitisation position.	
69. To facilitate consistent interpretation of this criterion, the terms ‘in clear and consistent terms’ and ‘clearly specify’ should be further clarified.	

EBA Final non-ABCP STS Guidelines	
5.7 Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
Clear and consistent terms	
For the purposes of Article 21(9) of Regulation (EU) 2017/2402, to ‘set out clear and consistent terms’ and to ‘clearly specify’ should be understood as requiring that the same precise terms are used throughout the transaction documentation in order to facilitate the work of investors.	

58	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.9 ...The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	58. The transaction documentation shall clearly specify the priorities of payment,	
	Verified?	Yes
	PCS Comment	
	See "TERMS AND CONDITIONS OF THE NOTES", Condition 3 " <i>Status, ranking and priority</i> ", sub §(d) (<i>Pre-Enforcement Priority of Payments</i>) and §(e) (<i>Post-Enforcement Priority of Payments</i>). PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

59	Legislative text	
	Article 21 - Requirements relating to standardisation	
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	
	Verified?	Yes
	PCS Comment	
	See Condition 9 setting out the Events of Default that trigger changes in the PoP to be applied. See also the definitions of " <i>Performance Trigger</i> " and refer to point 45 above. PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

60	Legislative text	
	Article 21 - Requirements relating to standardisation	
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	60. The transaction documentation shall clearly specify the obligation to report such events.	
	Verified?	Yes
	PCS Comment	
	<p>See also statement in "COMPLIANCE WITH STS REQUIREMENTS" under §(t): <<In addition, the Transaction Documents clearly specify the Priorities of Payments and the events which trigger changes in such Priorities of Payments [...]>> In particular, it is specified that <<Pursuant to the Agency and Accounts Agreement and the Intercréditor Agreement, (i) the <u>Computation Agent has undertaken to prepare, [...] the Investor Report setting out certain information with respect to the Notes (including, inter alia, the events which trigger changes in the Priorities of Payments and details of the Claims and the amounts received by the Issuer from any source during the preceding Collection Period), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards and (ii) make the Investor Report available on its website [...]</u>>>.</p> <p>See also Condition 9 (Events of Default) which provides that <<If an Event of Default occurs, then (subject to Condition 9(c) (Consequences of service of an Issuer Acceleration Notice)) the Representative of the Noteholders may, at its sole discretion, and shall: (i) if so directed in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or (ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes, give written notice (an "Issuer Acceleration Notice") to the Issuer and to the Servicer declaring the Notes to be due and payable [...]>>.</p> <p>See also definition of "Inside Information Report", being <<the report prepared by the Computation Agent on behalf of C.R.Asti and Biver pursuant to the Intercréditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation;>>. PCS notices that Article 7(1)(g)(v) includes also any material amendment to the transaction documents, and therefore also changes made to the PoP that do not arise from the occurrence of an event, but from an amendment contractually agreed between the parties.</p> <p>This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</p> <p>PCS notes the existence of such covenant in the Prospectus.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

61	Legislative text	
	Article 21 - Requirements relating to standardisation	
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	61. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	Verified?	Yes
	PCS Comment	
	See definition of "Inside Information Report", being <<the report prepared by the Computation Agent on behalf of C.R.Asti and Biver pursuant to the Intercreditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation;>>. PCS notices that Article 7(1)(g)(v) includes also any material amendment to the transaction documents, and therefore also changes made to the PoP that do not arise from the occurrence of an event, but from an amendment contractually agreed between the parties.	
	See in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" the statement that <<Each of Originator has undertaken to <u>make available such Inside Information Report without delay</u> >>.	
	This criterion requires notification to investors of events occurring in the future. Therefore, this criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originators will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.	
	However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant - although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.	
	PCS has identified the existence of such a covenant, but its attention has also been drawn to the fact that, since the notes are listed on the Luxembourg Stock Exchange, there is also an obligation under the listing rules to inform investors of events of this nature.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

62	Legislative text
	Article 21 - Requirements relating to standardisation
	<p>21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>
	STS criteria
	<p>62. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>
	Verified?
	Yes
	PCS Comment
	<p>See “<i>Rules of the Organisation of the Noteholders</i>” – Title II “<i>Meetings of the Noteholders</i>”. See in particular:</p> <p>(a) the method for calling meetings; as for method: Article 7 (<i>Convening the Meeting</i>). The notifications is made pursuant to article 7.1 (<i>Notice of meeting</i>).</p> <p>(b) the maximum timeframe for setting up a meeting: Article 8 (Notice): <<At least 21 days’ notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date (falling no later than 30 days after the date of delivery of such notice), time and place of the Meeting shall be given to the Noteholders and the Italian Paying Agent (with a copy to the Issuer and to the Representative of the Noteholders). Any notice to Noteholders shall be given in accordance with Condition 17 (Notices).>>.</p> <p>(c) the required quorum: Article 10 (<i>Quorum</i>);</p> <p>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: the majorities required for resolving upon an “Ordinary Resolution” or an “Extraordinary Resolution” are indicated in the relevant definitions, contained in Article 2 (Definitions and Interpretation) of the Rules of the Organisation of the Noteholders.</p> <p>(e) where applicable, a location for the meetings which should be in the EU. See Article 7 (<i>Convening the Meeting</i>) requiring that it must be in a EU Member State.</p> <p>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion.</p> <p>PCS has reviewed the documents to ascertain that all the five requirements above are indeed present.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	<p>Resolution of conflicts between different classes of investors</p> <p>70. The objective of this criterion is to help ensure clarity for securitisation noteholders of their rights and ability to control and enforce on the underlying credit claims or receivables. This should make the decision-making process more effective, for instance in circumstances where enforcement rights on the underlying assets are being exercised.</p> <p>71. To facilitate consistent interpretation of this criterion, the term ‘clear provisions that facilitate the timely resolution of conflicts between different classes of investors’ should be further interpreted.</p>
	EBA Final non-ABCP STS Guidelines
	<p>5.8 Resolution of conflicts between different classes of investors (Article 20 (10))</p> <p>Clear provisions facilitating the timely resolution of conflicts between different classes of investors</p> <p>73. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, provisions of the transaction documentation that ‘facilitate the timely resolution of conflicts between different classes of investors’, should include provisions with respect to all of the following:</p>

- (a) the method for calling meetings or arranging conference calls;
 - (b) the maximum timeframe for setting up a meeting or conference call;
 - (c) the required quorum;
 - (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision;
 - (e) where applicable, a location for the meetings which should be in the Union.
74. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, where mandatory statutory provisions exist in the applicable jurisdiction that set out how conflicts between investors have to be resolved, the transaction documentation may refer to these provisions.

63	Legislative text	
	Article 21 - Requirements relating to standardisation	
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	
	63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	Verified?	Yes
	PCS Comment	
	A role of fiduciary duties to investors, similar to the one of the trustee is carried out by the Representative of the Noteholders. As for its responsibilities and duties see the “ <i>Rules of the Organisation of the Noteholders</i> ”, Article 27 (<i>Duties and powers</i>). See also “THE OTHER TRANSACTION DOCUMENTS” subsections “ <i>The Intercreditor Agreement</i> ” and “ <i>The Mandate Agreement</i> ”.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Resolution of conflicts between different classes of investors (Article 20 (10)) 70. The objective of this criterion is to help ensure clarity for securitisation noteholders of their rights and ability to control and enforce on the underlying credit claims or receivables. This should make the decision-making process more effective, for instance in circumstances where enforcement rights on the underlying assets are being exercised. 71. To facilitate consistent interpretation of this criterion, the term ‘clear provisions that facilitate the timely resolution of conflicts between different classes of investors’ should be further interpreted.	
	EBA Final non-ABCP STS Guidelines	

64	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.</p>		
	STS criteria		
	<p>64. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,</p>		
	<table border="1"> <tr> <td data-bbox="181 472 1137 496">Verified?</td><td data-bbox="1137 472 2096 496">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See "COMPLIANCE WITH STS REQUIREMENTS" where it is stated in §(v) that: <<(v) for the purposes of compliance with article 22, paragraph 1, of the EU Securitisation Regulation, under the Intercréditor Agreement each Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurowd.eu), <u>data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised</u>, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years, and (ii) as initial holder of the Mezzanine Notes and the Junior Notes, it has been in possession, before pricing, of data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years;>>.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Data on historical default and loss performance (Article 22(1))</p> <p>72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis.</p> <p>73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) its application to external data;</p> <p>(b) the term 'substantially similar exposures'.</p>		
	EBA Final non-ABCP STS Guidelines		

6.1 Data on historical default and loss performance (Article 22(1))

Data

75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.

Substantially similar exposures

76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term 'substantially similar exposures' should be understood as referring to exposures for which both of the following conditions are met:

- (a) the most relevant factors determining the expected performance of the underlying exposures are similar;
- (b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.

77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.

65	Legislative text	
	Article 22 - Requirements relating to transparency	
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	
	65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
	Verified?	Yes
	PCS Comment	
	See point 64 above. The data on static and dynamic historical default and loss performance, such as delinquency and default data that have been provided, are included in the Prospectus section "THE PORTFOLIO" – " <i>Historical performance data</i> ".	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Data on historical default and loss performance (Article 22(1)) 72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis. 73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) its application to external data; (b) the term 'substantially similar exposures'.	
	EBA Final non-ABCP STS Guidelines	

6.1 Data on historical default and loss performance (Article 22(1))

Data

75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.

Substantially similar exposures

76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term 'substantially similar exposures' should be understood as referring to exposures for which both of the following conditions are met:

- (a) the most relevant factors determining the expected performance of the underlying exposures are similar;
- (b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.

77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.

66	Legislative text	
	Article 22 - Requirements relating to transparency	
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	
	66. Those data shall cover a period no shorter than five years.	
	Verified?	Yes
	PCS Comment	
	See point 64 above.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis. 73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) its application to external data; (b) the term ‘substantially similar exposures’.	
EBA Final non-ABCP STS Guidelines		
6.1 Data on historical default and loss performance (Article 22(1))		
Data		
75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.		
Substantially similar exposures		
76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term ‘substantially similar exposures’ should be understood as referring to exposures for which both of the following conditions are met: (a) the most relevant factors determining the expected performance of the underlying exposures are similar; (b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.		
77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.		

67	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.</p>		
	STS criteria		
	<p>67. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,</p>		
	<table border="1"> <tr> <td data-bbox="190 558 1137 588">Verified?</td><td data-bbox="1137 558 2105 588">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See "THE PORTFOLIO" – "Pool Audit" where it is represented that << Pursuant to article 22, paragraph 2, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has been mandated to carry out an external verification in respect of the Portfolio prior to the Issue Date (including verification that the data disclosed in this Prospectus in respect of the Claims is accurate). Such external verification did not result in any adverse finding and ascertained that the data disclosed in this Prospectus in respect of the Claims is accurate.>>.</p> <p>PCS has reviewed the results of the auditor verification exercise, including the analysis of the "agreed upon procedures" (AUP) commonly known as a "pool audit".</p> <p>PCS notices that this was done by an appropriate independent party.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Verification of a sample of the underlying exposures (Article 22 (2))</p> <p>74. The objective of the criterion is to provide a level of assurance that the data on and reporting of the underlying credit claims or receivables is accurate and that the underlying exposures meet the eligibility criteria, by ensuring checks on the data to be disclosed to the investors by an external entity not affected by a potential conflict of interest within the transaction.</p> <p>75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <ul style="list-style-type: none"> (a) requirements on the sample of the underlying exposures subject to external verification; (b) requirements on the party executing the verification; (c) scope of the verification; (d) requirement on the confirmation of the verification. 		
	EBA Final non-ABCP STS Guidelines		
	<p>6.2 Verification of a sample of the underlying exposures (Article 22 (2))</p> <p>Sample of the underlying exposures subject to external verification</p> <p>78. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the underlying exposures that should be subject to verification prior to the issuance should be a representative sample of the provisional portfolio from which the securitised pool is extracted and which is in a reasonably final form before issuance.</p> <p>Party executing the verification</p> <p>79. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, an appropriate and independent party should be deemed to be a party that meets both of the following conditions:</p>		

- (a) it has the experience and capability to carry out the verification;
- (b) it is none of the following:
 - (i) a credit rating agency;
 - (ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402;
 - (iii) an entity affiliated to the originator.

Scope of the verification

80. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the verification to be carried out based on the representative sample, applying a confidence level of at least 95%, should include both of the following:

- (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance;
- (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate.

Confirmation of the verification

81. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed.

68	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.</p>		
	STS criteria		
	<p>68. Including verification that the data disclosed in respect of the underlying exposures is accurate.</p>		
	<table border="1"> <tr> <td data-bbox="190 496 1137 523">Verified?</td><td data-bbox="1137 496 2096 523">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See point 67 above.</p> <p>PCS is not an auditing firm, nor has it or has it sought access to the underlying information which was the basis of the AUP. However, it has read the AUP with the aim of determining whether, on its face, it appears to cover the items required by the criterion.</p> <p><i>Based solely on the words of the AUP and without any additional due diligence or interaction with the auditing firm responsible for the AUP or sight of the instructions to such firm, PCS has concluded that the AUP appears to meet the requirements of the criterion. PCS also notes the representation to that effect made by the originator in the Prospectus.</i></p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Verification of a sample of the underlying exposures (Article 22 (2))</p> <p>74. The objective of the criterion is to provide a level of assurance that the data on and reporting of the underlying credit claims or receivables is accurate and that the underlying exposures meet the eligibility criteria, by ensuring checks on the data to be disclosed to the investors by an external entity not affected by a potential conflict of interest within the transaction.</p> <p>75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <ul style="list-style-type: none"> (a) requirements on the sample of the underlying exposures subject to external verification; (b) requirements on the party executing the verification; (c) scope of the verification; (d) requirement on the confirmation of the verification. 		
	EBA Final non-ABCP STS Guidelines		
	<p>6.2 Verification of a sample of the underlying exposures (Article 22 (2))</p> <p><i>Sample of the underlying exposures subject to external verification</i></p> <p>78. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the underlying exposures that should be subject to verification prior to the issuance should be a representative sample of the provisional portfolio from which the securitised pool is extracted and which is in a reasonably final form before issuance.</p> <p><i>Party executing the verification</i></p> <p>79. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, an appropriate and independent party should be deemed to be a party that meets both of the following conditions:</p>		

- (a) it has the experience and capability to carry out the verification;
- (b) it is none of the following:
 - (i) a credit rating agency;
 - (ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402;
 - (iii) an entity affiliated to the originator.

Scope of the verification

80. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the verification to be carried out based on the representative sample, applying a confidence level of at least 95%, should include both of the following:

- (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance;
- (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate.

Confirmation of the verification

81. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed.

69	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>		
	STS criteria		
	<p>69. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.</p>		
	<table border="1"> <tr> <td data-bbox="181 512 1137 544">Verified?</td><td data-bbox="1137 512 2096 544">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See "COMPLIANCE WITH STS REQUIREMENTS" where it is stated in §(x) that: <<(x) for the purposes of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercréditor Agreement <i>each Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer, and (ii) as initial holder of the Mezzanine Notes and the Junior Notes, it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer. In addition, pursuant to the Intercréditor Agreement, each Originator has undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer</i>>>.</p> <p>To verify this criterion, PCS will require to see the model. It will then require a statement by the originator that the model was circulated as required by the criterion.</p> <p>PCS is not a modelling firm nor has any modelling expertise. Therefore, it will not verify the model's accuracy or perform any due diligence whatsoever on the model. However, it will seek to satisfy itself indirectly as to the likelihood of the model's accuracy by requesting details of the individuals (if employed by the originator) or the firms (if the model is outsourced) responsible for the model. PCS will then assess whether, in its sole opinion, the model was put together by persons or firms with a reputation and a track-record in such models.</p> <p>Having seen the model, read a statement in the prospectus that the model will be made available in accordance with the requirements of the criteria and assessed the firm responsible for the model, PCS is prepared to verify this criterion.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Liability cashflow model (Article 22(3))</p> <p>76. The objective of this criterion is to assist investors in their ability to appropriately model the cash flow waterfall of the securitisation on the liability side of the SSPE.</p> <p>77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) interpretation of the term 'precise' representation of the contractual relationships;</p> <p>(b) implications when the model is provided by third parties.</p>		
	EBA Final non-ABCP STS Guidelines		
	<p>Liability cash flow model (Article 22(3))</p> <p>Precise representation of the contractual relationship</p> <p>82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the</p>		

originator, sponsor, investors, other parties and the SSPE should be considered to have been done 'precisely' where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates.

Third parties

83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.

70	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>		
	STS criteria		
	<p>70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>		
	<table border="1"> <tr> <td data-bbox="190 496 1137 526">Verified?</td> <td data-bbox="1137 496 2101 526">Yes</td> </tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See "COMPLIANCE WITH STS REQUIREMENTS" where it is stated in §(x) that: <<(x) for the purposes of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercreditor Agreement each Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer, and (ii) as initial holder of the Mezzanine Notes and the Junior Notes, it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer. In addition, <u>pursuant to the Intercreditor Agreement, each Originator has undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer</u> >></p> <p>Although technically covering the period between pricing and close, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</p> <p>PCS notes the existence of such covenant in the Prospectus.</p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Liability cashflow model (Article 22(3))</p> <p>76. The objective of this criterion is to assist investors in their ability to appropriately model the cash flow waterfall of the securitisation on the liability side of the SSPE.</p> <p>77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) interpretation of the term 'precise' representation of the contractual relationships;</p> <p>(b) implications when the model is provided by third parties.</p>		
	EBA Final non-ABCP STS Guidelines		

Liability cash flow model (Article 22(3))*Precise representation of the contractual relationship*

82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the originator, sponsor, investors, other parties and the SSPE should be considered to have been done 'precisely' where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates.

Third parties

83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.

71	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>		
	STS criteria		
	<p>71. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>		
	<table border="1"> <tr> <td data-bbox="192 504 1137 528">Verified?</td><td data-bbox="1137 504 2098 528">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in §(y) of "COMPLIANCE WITH STS REQUIREMENTS" that:</p> <p><i><<(y) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, each of C.R.Asti and Biver has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan in respect of the immediately preceding period (including, inter alia, the available information related to the environmental performance of the real estate assets over which the Mortgages have been created), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards, and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report to the investors in the Notes on a quarterly basis by no later than one month after the relevant Interest Payment Date through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu)>>.</i></p>		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	<p>Environmental performance of assets (Article 22(4))</p> <p>78. It should be clarified that this is a requirement of disclosure about the energy efficiency of the assets when this information is available to the originator, sponsor or SSPE, rather than a requirement for a minimum energy efficiency of the assets.</p> <p>79. To facilitate consistent interpretation of this criterion, the term 'available information related to the environmental performance' should be further clarified.</p>		
	EBA Final non-ABCP STS Guidelines		
	<p>Environmental performance of assets (Article 22(4))</p> <p>Available information related to the environmental performance</p> <p>84. This requirement should be applicable only if the information on the energy performance certificates for the assets financed by the underlying exposures is available to the originator, sponsor or the SSPE and captured in its internal database or IT systems. Where information is available only for a proportion of the underlying exposures, the requirement should apply only in respect of the proportion of the underlying exposures for which information is available.</p>		

72	Legislative text	
	Article 22 - Requirements relating to transparency	
	22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form. [...]	
	STS criteria	
	72. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	
	Verified?	Yes
	PCS Comment	
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: <<(z) for the purposes of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Intercreditor Agreement the parties thereto have acknowledged that <u>each Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation</u> . Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu).>>.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Compliance with transparency requirements 80. The objective of this criterion is to ensure that investors have access to the data that are relevant for them to carry out the necessary risk and due diligence analysis with respect to the investment decision. 81. The criterion is deemed sufficiently clear and not requiring any further clarification.	
	EBA Final non-ABCP STS Guidelines	

73	Legislative text	
	Article 22 - Requirements relating to transparency	
	22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form. [...]	
	STS criteria	
	73. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.	
	Verified?	Yes
	PCS Comment	
	Point (a) of the first subparagraph of Article 7(1) requires disclosure to holders of a securitisation position, to the competent authorities and, upon request, to potential investors, information on the underlying exposures on a quarterly basis. Pursuant to Article 22.5 such information shall be made available to potential investors before pricing upon request. See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: <<(z) [...] <i>As to pre-pricing information, each of C.R.Asti and Biver has confirmed that: (i) it has made available to potential investors in the Notes before pricing the information under point (a) of article 7, paragraph 1, of the EU Securitisation Regulation upon request and the information under points (b) and (d) of article 7, paragraph 1, of the EU Securitisation Regulation in draft form; [...] >>.</i>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

74	Legislative text	
	Article 22 - Requirements relating to transparency	
	22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form. [...]	
	STS criteria	
	74. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	
	Verified?	Yes
	PCS Comment	
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: <<(z) [...] <i>As to pre-pricing information, each of C.R.Asti and Biver has confirmed that: (i) it has made available to potential investors in the Notes before pricing the information under point (a) of article 7, paragraph 1, of the EU Securitisation Regulation upon request and the information under points (b) and (d) of article 7, paragraph 1, of the EU Securitisation Regulation in draft form; [...] >>.</i>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

75	Legislative text
	Article 22 - Requirements relating to transparency
	22(5) [...] The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.
	STS criteria
	75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.
	Verified?
	Yes
	PCS Comment
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: <<(z) [...] and (iii) the Issuer shall deliver to each Reporting Entity (A) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for each Reporting Entity to make available such documents to the investors in the Notes by no later than 15 days after the Issue Date, [...]>>. We note that a covenant to make available copies of the relevant transaction documents is contained in §(z) of "COMPLIANCE WITH STS REQUIREMENTS". This criterion requires document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Seller will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing. PCS notes the existence of such covenant in the Prospectus.
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	EBA Final non-ABCP STS Guidelines

76	Legislative text
	Article 22 - Requirements relating to transparency
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;</p>
	STS criteria
	<p>76. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis,</p>
	Verified?
	Yes
	PCS Comment
	<p>See statement in §(y) of "COMPLIANCE WITH STS REQUIREMENTS" that:</p> <p><i><<(y) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, each of C.R.Asti and Biver has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan in respect of the immediately preceding period (including, inter alia, the available information related to the environmental performance of the real estate assets over which the Mortgages have been created), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards, and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report to the investors in the Notes on a quarterly basis by no later than one month after the relevant Interest Payment Date through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu);>>.</i></p> <p>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' analysis in Note 75 above.</p>
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	EBA Final non-ABCP STS Guidelines

77	Legislative text		
	Article 22 - Requirements relating to transparency		
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: [...]</p> <p>(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <p>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</p>		
	STS criteria		
	<p>77. All underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <p>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</p>		
	<table border="1"> <tr> <td data-bbox="190 533 1137 563">Verified?</td><td data-bbox="1137 533 2101 563">Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that:</p> <p><<(z) [...] for the purposes of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Intercreditor Agreement the parties thereto have acknowledged that each Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, <u>the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu). [...] and (iii) the Issuer shall deliver to each Reporting Entity (A) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for each Reporting Entity to make available such documents to the investors in the Notes by no later than 15 days after the Issue Date, [...] >>.</u></p> <p>An obligation to provide and make available copies of the transaction documents is also contained in "GENERAL", sub-section headed "Documents", to comply with the listing rules of the Luxembourg Stock Exchange.</p>		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

78	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)(ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;	
	STS criteria	
	78. For traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

79	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)(iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;	
	STS criteria	
	79. The derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

80	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)(iv) the servicing, back-up servicing, administration and cash management agreements;	
	STS criteria	
	80. The servicing, back-up servicing, administration and cash management agreements;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

81	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)(v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;	
	STS criteria	
	81. The trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

82	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)(vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	STS criteria	
	82. Any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

83	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(b)[...] That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	STS criteria	
	83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See "TERMS AND CONDITIONS OF THE NOTES" – Condition 3 (<i>Status, ranking and priority</i>), §(d) and §(e).	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

84	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:	
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	STS criteria	
	84. Where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:	
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	Verified?	Not applicable
	PCS Comment	
	Not applicable.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

85	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:	
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	STS criteria	
	85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	Verified?	Not applicable
	PCS Comment	
	Not applicable.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

86	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:	
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	STS criteria	
	86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	Verified?	Not applicable
	PCS Comment	
	Not applicable.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

87	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:	
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	(iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	STS criteria	
	87. (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	Verified?	Not applicable
PCS Comment		
Not applicable.		
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
EBA Final non-ABCP STS Guidelines		

88	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	STS criteria	
	88. in the case of STS securitisations, the STS notification referred to in Article 27;	
	Verified?	Yes
	PCS Comment	
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that refers to the obligation under article 7(1)(d): <<(z) for the purposes of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Interc Creditor Agreement the parties thereto have acknowledged that <u>each Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation</u> and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), <u>(d)</u> , (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation <u>by making available</u> (with respect to the information under points (f) and (g) above, without delay) <u>the relevant information through the website of European DataWarehouse</u> (being, as at the date of this Prospectus, www.eurodw.eu).>>.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

89	Legislative text	
	Article 22 - Requirements relating to transparency	
	7(1)(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	STS criteria	
	89. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	Verified?	Yes
	PCS Comment	
	See "THE AGENCY AND ACCOUNTS AGREEMENT", where it is stated that <<In addition to the Payments Report, the Computation Agent will prepare, subject to the timely receipt of all necessary information from the relevant parties, and deliver to, among others, the Issuer, the Representative of the Noteholders, the Arranger, the Servicers, each of the Rating Agencies, any stock exchange on which the Notes are listed, by no later than the second Business Day immediately following each Interest Payment Date, a report substantially in the form set out in the Agency and Accounts Agreement and as required in order to comply with article 7, paragraph (e) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (the "Investor Report"). The first Investor Report will be delivered by no later than two Business Days immediately following the Interest Payment Date falling in December 2019.>>.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

90	Legislative text	
	Article 22 - Requirements relating to transparency	
	(i) all materially relevant data on the credit quality and performance of underlying exposures;	
	STS criteria	
	90. (i) all materially relevant data on the credit quality and performance of underlying exposures;	
	Verified?	Yes
	PCS Comment	
	See definition of "Investor Report", containing <<[...] (vii) a description of the Portfolio and relating credit quality and performance of the Claims, [...].>>.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

91	Legislative text	
	Article 22 - Requirements relating to transparency	
	(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;	
	STS criteria	
	91. Information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	Verified?	Yes
	PCS Comment	
	<p>See "THE AGENCY AND ACCOUNTS AGREEMENT" – "Duties of the Computation Agent"</p> <p><<The Investor Report will contain, inter alia, the following information, referred to, where applicable to the immediately preceding Interest Payment Date:</p> <ol style="list-style-type: none"> 1. a transaction Overview setting out the main definitions and the main parties to the Transaction Documents; 2. the Issuer Available Funds; 3. Pre-Enforcement Priority of Payments and, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date; 4. information on the Notes; 5. information on the Subordinated Loans; 6. the Expenses Reserve and the Cash Reserve; 7. a description of the Portfolio and relating credit quality and performance of the Claims; 8. information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation; 9. information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation; and 10. any other information and data required from time to time pursuant to article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and relevant implementing provisions.>>. 	
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92	Legislative text
	Article 22 - Requirements relating to transparency
	(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
	STS criteria
	92. And, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
	Verified?
	Yes
	PCS Comment
	<p>See "THE AGENCY AND ACCOUNTS AGREEMENT" – "Duties of the Computation Agent":</p> <p><<The Investor Report will contain, inter alia, the following information, referred to, where applicable to the immediately preceding Interest Payment Date:</p> <ol style="list-style-type: none"> 1. a transaction Overview setting out the main definitions and the main parties to the Transaction Documents; 2. the Issuer Available Funds; 3. Pre-Enforcement Priority of Payments and, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date; 4. information on the Notes; 5. information on the Subordinated Loans; 6. the Expenses Reserve and the Cash Reserve; 7. a description of the Portfolio and relating credit quality and performance of the Claims; 8. information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation; 9. information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and <u>data on the cash flows generated by the Claims and by the liabilities of the Securitisation</u>; and 10. any other information and data required from time to time pursuant to article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and relevant implementing provisions.>>.
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93	Legislative text
	Article 22 - Requirements relating to transparency
	(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.
	STS criteria
	93. (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.
	Verified?
	Yes
	PCS Comment
	See "REGULATORY DISCLOSURE AND RETENTION UNDERTAKING" – "Disclosure obligations" stating that: <<With reference to the Investor Report, under the Agency and Accounts Agreement, each Originator <i>has expressly authorised the Computation Agent to reproduce in the Investor Report the information contained in each Servicer Report about the risk retained, including information on which of the modalities provided for in Article 6, paragraph 3, of the EU Securitisation Regulation has been applied.</i> It is understood that the Investor Report shall be deemed to have been produced on behalf of each Originator, under each Originator's full responsibility, with reference to the information that each Originator has the obligation to make available (or cause to make available, if the case) to investors under article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation.>>.
	See also "THE AGENCY AND ACCOUNTS AGREEMENT" – "Duties of the Computation Agent": <<The Investor Report will contain, <i>inter alia</i> , the following information, referred to, where applicable to the immediately preceding Interest Payment Date: <ol style="list-style-type: none"> 1. a transaction Overview setting out the main definitions and the main parties to the Transaction Documents; 2. the Issuer Available Funds; 3. Pre-Enforcement Priority of Payments and, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date; 4. information on the Notes; 5. information on the Subordinated Loans; 6. the Expenses Reserve and the Cash Reserve; 7. a description of the Portfolio and relating credit quality and performance of the Claims; 8. <u>information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation;</u> 9. information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation; and 10. any other information and data required from time to time pursuant to article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and relevant implementing provisions.>>.
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94	Legislative text	
	Article 22 - Requirements relating to transparency	
	(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	STS criteria	
	94. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	Verified?	Yes
	PCS Comment	
	<p>See Duties of the Computation Agent:</p> <p><<The Computation Agent will prepare on behalf of C.R.Asti and Biver, without undue delay, a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation (the "Inside Information Report"). The Inside Information Report will be prepared subject to the timely receipt of all necessary information from the relevant parties, and to deliver via facsimile transmission (anticipated by email) such Inside Information Report to the Issuer, C.R.Asti, Biver, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent and the Arranger. The Inside Information Report will be made available without delay to the Noteholders.>></p> <p>See definition of "Inside Information Report", being <<the report prepared by the Computation Agent on behalf of C.R.Asti and Biver pursuant to the Intercreditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation in accordance with the applicable Regulatory Technical Standards;>>.</p>	
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95	Legislative text	
	Article 22 - Requirements relating to transparency	
	(g) where point (f) does not apply, any significant event such as:	
	(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;	
	STS criteria	
	95. (g) where point (f) does not apply, any significant event such as:	
	(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;	
	Verified?	Yes
	PCS Comment	
	<p>See Duties of the Computation Agent:</p> <p><<The Computation Agent will prepare on behalf of C.R.Asti and Biver, without undue delay, a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation (the "Inside Information Report"). The Inside Information Report will be prepared subject to the timely receipt of all necessary information from the relevant parties, and to deliver via facsimile transmission (anticipated by email) such Inside Information Report to the Issuer, C.R.Asti, Biver, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent and the Arranger. <u>The Inside Information Report will be made available without delay to the Noteholders.</u>>></p> <p>See definition of "Inside Information Report", being <<the report prepared by the Computation Agent on behalf of C.R.Asti and Biver pursuant to the Intercreditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation in accordance with the applicable Regulatory Technical Standards;>>.</p>	
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96	Legislative text	
	Article 22 - Requirements relating to transparency	
	(ii) a change in the structural features that can materially impact the performance of the securitisation;	
	STS criteria	
	96. (ii) a change in the structural features that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See point 95 above.	
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97	Legislative text	
	Article 22 - Requirements relating to transparency	
	(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;	
	STS criteria	
	97. (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See point 95 above.	
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98	Legislative text	
	Article 22 - Requirements relating to transparency	
	(iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;	
	STS criteria	
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;	
	Verified?	Yes
	PCS Comment	
	See point 95 above.	
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99	Legislative text	
	Article 22 - Requirements relating to transparency	
	(v) any material amendment to transaction documents.	
	STS criteria	
	99. (v) any material amendment to transaction documents.	
	Verified?	Yes
	PCS Comment	
	See point 95 above.	
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100	Legislative text	
	Article 22 - Requirements relating to transparency	
	The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]	
	STS criteria	
	100. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]	
	Verified?	Yes
	PCS Comment	
	<p>See "THE OTHER TRANSACTION DOCUMENTS" – "The Intercreditor Agreement": <<C.R.Asti shall make available the Loan by Loan Report to the Issuer, the Arranger, the Computation Agent, the Representative of the Noteholders, the Rating Agencies, the Noteholders, the authorities referred to under article 29 of the EU Securitisation Regulation and, upon request, potential investors in the Notes, by uploading such report into the website of European DataWarehouse.>>.</p> <p>We note also the obligation of Biver to provide C.R.Asti with the relevant information.</p> <p>See §(y) of the section "COMPLIANCE WITH STS REQUIREMENTS", stating that <<(y) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, each of C.R.Asti and Biver has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan in respect of the immediately preceding period (including, inter alia, the available information related to the environmental performance of the real estate assets over which the Mortgages have been created), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards, and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report to the investors in the Notes on a quarterly basis by no later than one month after the relevant Interest Payment Date through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu);>>.</p>	
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101	Legislative text	
	Article 22 - Requirements relating to transparency	
	Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	
	When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.	
	In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.	
	Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.	
	STS criteria	
	101. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	
	Verified?	Yes
	PCS Comment	
	See point 94 above	
	See Duties of the Computation Agent: <<The Computation Agent will prepare on behalf of C.R.Asti and Biver, without undue delay, a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation in accordance with the applicable Regulatory Technical Standards (the "Inside Information Report"). The Inside Information Report will be prepared subject to the timely receipt of all necessary information from the relevant parties, and to deliver via facsimile transmission (anticipated by email) such Inside Information Report to the Issuer, C.R.Asti, Biver, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent and the Arranger. The Inside Information Report will be made available without delay to the Noteholders.>>.	
	See also §(z) of the section "COMPLIANCE WITH STS REQUIREMENTS", stating that <<(z) for the purposes of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Interc Creditor Agreement the parties thereto have acknowledged that each Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu).>>.	
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102	Legislative text
	Article 22 - Requirements relating to transparency
	7.2 The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository. OR - The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC. OR - Where no securitisation repository is registered in accordance with Article 10, the entity designated to fulfil the requirements set out in paragraph 1 of this Article shall make the information available by means of a website that: (a) includes a well-functioning data quality control system; (b) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website; (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk; (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and (e) makes it possible to keep record of the information for at least five years after the maturity date of the securitisation.
	STS criteria
	102. Where no securitisation repository is registered in accordance with Article 10, the entity designated to fulfil the requirements set out in paragraph 1 of this Article shall make the information available by means of a website that: (a) includes a well-functioning data quality control system; (b) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website; (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk; (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and (e) makes it possible to keep record of the information for at least five years after the maturity date of the securitisation
	Verified?
	Yes
	PCS Comment
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that <<Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation <u>by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu)</u> >>. See sub-section "The Intercreditor Agreement" of "THE OTHER TRANSACTION DOCUMENTS", where it is acknowledged that European DataWarehouse meets the requirements above, as stated in its press release.>>.
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103	Legislative text	
	Article 22 - Requirements relating to transparency	
	7.2 The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.	
	STS criteria	
	103. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.	
	Verified?	Yes
	PCS Comment	
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that <<Each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation <u>by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu)</u> >>.	
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Definitions:

“AUP”: the agreed upon procedures through which an external firm verifies certain aspects of the asset pool.

“COMI”: centre of main interest – broadly, the legal jurisdiction where the insolvency of the seller of assets will be primarily determined.

“Issuer Notification”: the notification provided by the originator or sponsor pursuant to article 27 of the STS Regulation.

“Jurisdiction List”: the list of jurisdictions where it has been determined that severe clawback provisions do not apply.

“Legal Opinion”: an opinion signed by a law firm qualified in the relevant jurisdiction and acting for the originator or the arranger where the law firm sets out the reasons why, in its opinion and subject to customary assumptions and qualifications, the assets are transferred in such a way as to meet the STS Criterion for “true sale” or the same type of opinion for prior sales together with an opinion on the enforceability of the underlying assets.

“Marketing Documents”: Documents prepared by or on behalf of the originator and used in the marketing of the transaction with potential investors.

“Model”: a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.

“PoP”: the priority of payments.

“Prospectus/Deal Sheet”: the prospectus, or for a deal where no prospectus needs to be drawn up, the deal sheet envisaged by article 7.1(c) of the STS Regulation.

“Transaction Document”: a document entered into in relation to the transaction binding on one or more parties connected to the transaction.