STS Term Master Checklist

Asti Group RMBS III S.r.l.

PRIME COLLATERALISED SECURITIES (PCS) EU SAS

3 December 2021

Analyst: Daniele Vella | Contacts: daniele.vella@pcsmarket.org / +33 6 15 37 86 95

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 materials received by PCS as at the date of this document. Any 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. Note that all comments on the disclaimer relate to both Provisional STS Term Checklist for STS Term Verifications and the Final STS Term Checklist for STS Term Verifications.

3 December 2021

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Prime Collateralised Securities (PCS) STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	3 December 2021
The transaction to be verified (the "Transaction")	**Asti Group RMBS III S.r.l.**

Issuer	Asti Group RMBS III S.r.l.
Originator	Cassa di Risparmio di Asti S.p.A. ("**C.R.Asti**")
Arranger	UniCredit Bank AG
Transaction Legal Counsel	White & Case
Rating Agencies	DBRS and Moody's
Stock Exchange	Luxembourg Stock Exchange
Closing Date	3 December 2021

PCS confirms that all checklist points have been verified as detailed in the associated comment box in the checklist below.

A summary of the checklist points by article is set out in the table of contents on the next page together with a reference to the respective article contents. To examine a specific article from the list below, please click on the article description to be taken directly to the relevant section of the checklist.

Within the checklist, the relevant legislative text is set out in blue introductory boxes with specific criteria for our verification listed underneath. For the full legislative text please refer back to the blue boxes.

The checklist contains links to relevant EBA guidelines set out in the back of this document.

Article	Summary of article contents	Checklist Points	
Article 20 – Simplicity			
20(1)	True sale	1, 2	✓
20(2)	Severe clawback (part a)	2a	✓
20(3)	Severe clawback (part b)	2b	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria, active portfolio management, and exposure transferred after closing	6 - 8	✓
20(8)	Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/guarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 50	✓
21(7)	Duties, responsibilities, and replacement of transaction parties	51 - 53	✓
21(8)	Expertise of the servicer	54, 55	✓
21(9)	Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	56 - 61	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	62, 63	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	64 - 66	✓
22(2)	AUP/asset verification	67, 68	✓
22(3)	Liability cashflow model	69, 70	✓
22(4)	Environmental performance of asset	71	✓
22(5)	Responsibility for article 7, information disclosure before pricing and 15 days after closing	72 - 75	✓
7(1)	Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay	76 - 101	✓
7(2)	Transparency requirements: securitisation repository, designation of responsible entity,	102, 103	✓

1	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS
	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	SEE RELATED EBA GUIDELINES
	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	
	The "original lenders" of the receivables of this transaction are two Italian banks belonging to the same group: (i) Cassa di Risparmio di Asti S.p.A. ("**C.R.Asti**"); and (ii) Cassa di Risparmio di Biella e Vercelli – ("**Biver**"). Biver was merged by incorporation into C.R.Asti, with effects as of 6 November 2021. As a consequence of the merger, C.R.Asti succeded in all rights and obligations of Biver, including the Claims. The subsequent receivables that will be transferred to the SPV after the Issue Date will be originated directly and only by C.R.Asti. In any case, also in the light of the merger, C.R.Asti is the sole originator. 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 an initial portfolio of (i) residential mortgage loans which qualify as "mutui fondiari" and (ii) other residential mortgage loans which qualify as "mutui ipotecari" (the "Initial Claims") owed to the Originator. The Initial Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 10 November 2021 between the Issuer and the Originator. On each Offer Date during the Ramp-up Period (as defined below) the Originator, by means of Sale Agreements may sell to the Issuer subsequent portfolios of Claims (the "Subsequent Claims and each portfolio of Subsequent Claims, a "Subsequent Portfolio) to be financed out of the Issuer Available Funds, or should such Issuer Available Funds being insufficient, through the proceeds of the Further Instalments on the Class A2 Notes and the Further Instalments on the Junior Notes. (…)*>>. As for the assignment of title, see section headed "*THE TRANSFER AGREEMENT*" where it is stated, that <<*Under the Master Transfer Agreement, the Originator passed title to the Initial Claims to the Issuer on the Initial Execution Date, with economic effect as of the Initial Valuation Date (excluded), schedule 1 to the Master Transfer Agreement contains a list of Initial Claims. The information concerning the Initial Claims (e.g. the outstanding balance, accrued interest etc.) contained in schedule 1 to the Master Transfer Agreement reflect the composition of the Initial Portfolio as at the Initial Valuation Date.*>>. 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. "True sale" is not originally a legal concept but a rating agency creation. 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". 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. In the case of the Transaction, title to the assets is transferred by means of the assignment from an Italian bank to an Italian SPV (see "TRANSACTION OVERVIEW – THE PRINCIPAL PARTIES" – "Issuer" and "Originator". See also the section "THE TRANSFER AGREEMENT". Further, the legal opinion from the Transaction Legal Counsel confirmed that the assignments from the Originator to the Issuer meet the definition of "true sale" outlined above. 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.	

	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. 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. 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". 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 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 Originator is incorporated in Italy and it is authorised as a bank, and mainly operates in the territory of the regions of Piedmont, Lombardy, Aosta Valley, Liguria and Veneto in Italy (see "THE ORIGINATOR AND SERVICER" and "COMPLIANCE WITH STS REQUIREMENTS" §(b). Therefore, its COMI and its 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 transfer of the Claims*", the transfer of the Claims is not, in our view, subject to "severe clawback". Finally, in respect of re-characterisation risks, PCS is sufficiently satisfied that the transfer of the receivables under the Master Transfer Agreement constitutes a transfer of assets effected on a non-recourse basis (*pro-soluto*) by the Originator to the Issuer rather than the incurring of a debt by the Originator, 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.
2	**STS criteria** — **SEE RELATED EBA GUIDELINES**
	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 and home member state of the Originator is the Republic of Italy (see "TRANSACTION OVERVIEW – THE PRINCIPAL PARTIES – Originator", and "THE ORIGINATOR AND SERVICER", and the statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(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)).

2a	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS
	20.2. For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions: (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; (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.	
	STS criteria	SEE RELATED EBA GUIDELINES
	Verified?	**Yes**
	PCS Comment	
	Neither provision applies. 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 relevant seller. See the description of claw-back risks, as included in the section "GENERAL RISK FACTORS" – "*Claw-back of the transfer of the Claims*". *<<The transfer of claims under article 4, paragraph 4 of the Securitisation Law is subject to claw-back ("revocatoria fallimentare") 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.>>.* C.R.Asti has provided the Issuer with the customary comforts on its solvency (see clause 9.1(c) of the Rated Notes Subscription Agreement). Furthermore, pursuant to the Warranty and Indemnity Agreement, the Originator has represented that it is solvent as at the date of the transfer of the Portfolio and such representation is deemed to be repeated on the Issue Date 3.2(e)(vii): *<<C.R.Asti non si trova in stato di insolvenza, è in grado di adempiere alle proprie obbligazioni e non esistono fatti o circostanze che potrebbero renderla insolvente o esporla a eventuali Procedure Fallimentari, né ha assunto misure societarie per la liquidazione o lo scioglimento, né sono stati intrapresi nei suoi confronti altri atti che possano influire negativamente sulla sua possibilità di dare corso alla cessione e al trasferimento dei Crediti ovvero di eseguire le obbligazioni assunte con il presente Contratto, né C.R.Asti entrerà in stato di insolvenza in conseguenza della stipulazione del presente Contratto, del Contratto Quadro di Cessione e/o di ogni altro Documento dell'Operazione di cui è firmataria.>>.*	

2b	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS
	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	SEE RELATED EBA GUIDELINES

	Verified?	**Yes**
	PCS Comment	
	See points above. Italy does not have severe clawback provisions applying to the sale of receivables in the context of a securitisation.	

3	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	This requirement does not apply to this transaction since the Loans have been originated by the Originator that is also the seller to the Issuer under the Master Transfer Agreement. See statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(c), confirming that *<<(c) with respect to article 20, paragraph 4, of the EU Securitisation Regulation, the Claims arise from residential Mortgage Loans directly entered into by the Originator as lender (for further details, see the section headed "The Portfolio"); as a result the requirements of article 20, paragraph 4, of the EU Securitisation Regulation are not applicable;>>*. See also section "THE PORTFOLIO". See also "THE MASTER TRANSFER AGREEMENT", criterion no. (1) and the section "Extraordinary Transaction of C.R.Asti", for details on the intra-group merger between C.R.Asti and Biver Banca.	

4	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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: (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	**SEE RELATED EBA GUIDELINES**
	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: (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?	**Yes**
	PCS Comment	
	Article 20.5 does not apply as the transfer is perfected. See statement in section "COMPLIANCE WITH STS REQUIREMENTS" §(d), confirming that the transfer of the Claims included in the Initial Portfolio has been (or in case of the Subsequent Portfolios will be) rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette and (ii) the registration of the transfer in the companies' register of Rome (where the Issuer has its legal seat). This complies with the provisions of the Italian Securitisation Law. See in this respect "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. Criterion 4 requires two steps: - 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. *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.*	

5	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	

	See section headed "*THE WARRANTY AND INDEMNITY AGREEMENT*" where it is stated that <<*Amongst others, the Originator has represented and warranted that the Claims are fully and unconditionally owned and available to the Originator and are 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) or other charge in favour of any third party.*>>. See also section headed "*THE MASTER TRANSFER AGREEMENT*", where it is mentioned an undertaking of the Originator not to create new encumbrances: <<*The Originator has undertaken, inter alia, to refrain from carrying out activities with respect to the Claims which may prejudice the validity or recoverability of any of such Claims 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 Claims in the period of time between the Initial Execution Date (or, with respect to the Subsequent Claims, the Offer 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 the transfer as described in the Master Transfer Agreement.*>>. We note that the covenant above is also extended to the period after perfection: <<*Finally under the Intercreditor Agreement, the Originator has undertaken to refrain from carrying out activities with respect to the Claims which may prejudice the validity or recoverability of any of such Claims or the 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 Claims after the date on which the transfer formalities envisaged in the Master 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".

6	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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 MASTER TRANSFER AGREEMENT" and the list of selection (and exclusion) criteria set out therein in respect of the Initial Portfolio. See also clause 4 of the Master Transfer Agreement where it is provided that the selection of Subsequent Portfolios will be made through the same common criteria used for the Initial Portfolio and certain other specific subsequent criteria, in accordance with those set out in Annex 2. 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 Master Transfer Agreement they meet the "documented" requirement. PCS has also concluded that they allow determination in each case and so meet the "clear" requirement.***	
7	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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.	
	Verified?	**Yes**

	PCS Comment
	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) from the Issuer to the 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 Originator under the terms and subject to the conditions of the Master Transfer Agreement, to repurchase individual Claims in extraordinary circumstances only, in order to avoid that any client of the Originator (which is also a Borrower) is treated unfavourably compared to other clients of the 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). In addition to the above, the Subsequent Claims shall be selected with the Initial Criteria (being the same criteria under which the Initial Claims have been selected) and, where applicable, the Subsequent Criteria, which in any case may only limit the scope of application of the Initial Criteria. 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 Servicer, 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 (…)*>>. The requirements above have also been verified in the Master Transfer Agreement. See in particular Clause 12.7 of the Master Transfer Agreement: <<*12.7 Resta inteso che l'Opzione di Riacquisto sarà esercitata da C.R.Asti esclusivamente in circostanze straordinarie, al fine di evitare che venga riservato ai Debitori Ceduti un trattamento sfavorevole rispetto a quello fornito alla clientela di C.R.Asti, e non anche in maniera tale da costituire una gestione attiva dei Crediti su base discrezionale.*>> 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. 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". *PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines.* *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.*
8	**STS criteria** — SEE RELATED EBA GUIDELINES
	8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.
	Verified? — **Yes**
	PCS Comment
	The transaction contemplates an initial ramp-up period. The Common Criteria, as set out in "THE MASTER TRANSFER AGREEMENT", shall apply to the Initial Portfolio and to each Subsequent Portfolio, at the relevant Valuation Date. The full list of selection criteria is agreed in the Master Transfer Agreement. Then, in addition to the Common Criteria, specific additional criteria are used to identify the loans in the specific Portfolio. The Master Transfer Agreement contains provisions pursuant to which, if it transpires that any of the Receivables transferred under the Master Transfer Agreement or any subsequent Transfer Agreement does not meet, as of the relevant Valuation Date, the relevant criteria, then the Seller shall repurchase such Receivables.

9	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS

	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	**SEE RELATED EBA GUIDELINES**
	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.	
	Verified?	**Yes**
	PCS Comment	
	See "STS Compliance" §(g), stating that <<*(…) pursuant to the Warranty and Indemnity Agreement the Originator has represented and warranted that the Claims are (or will be, with respect to the Subsequent Claims) 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 (or, with respect to the Subsequent Claims, will be) originated by the Originator, in its 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 (or, with respect to the Subsequent Claims, will be) serviced by the Originator according to similar servicing procedures; (c) all Claims fall (or, with respect to the Subsequent Claims, will 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 (or, with respect to the Subsequent Claims, will be) secured by first ranking priority mortgage ("ipoteca di primo grado economico", being (i) a first-ranking priority voluntary mortgage, or (ii) a voluntary mortgage with subordinate ranking, where (A) the mortgages ranking in priority thereto have been ordered to be cancelled or (B) the debts secured thereby have been fully repaid) on immovable property located in Italy. (…)*>>. See also the representation in Clause 3.2(d)(ii) 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 *vis-à-vis* third parties. In respect of servicing, see the representation that the Servicer always uses the same platform, as contained in "THE SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT - Other provisions": <<*(…) the 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* >>. The definition of "homogeneity" in the Regulation is 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" is legally binding on all regulatory authorities. 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 RTS adopted by the European Commission. 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. In the Transaction, the loans were underwritten on a similar basis, they are being serviced according to similar servicing procedures, they are a single asset class – residential mortgage loans – and are all originated in the same jurisdiction. 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 market participants.	
10	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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 Agreement, the 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;*>>.	
11	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	11. With full recourse to debtors and, where applicable, guarantors.	
	Verified?	**Yes**
	PCS Comment	
	See "STS Compliance" §(g), stating that <<*(…) under the Warranty and Indemnity Agreement, the 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;*>>.	

12	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.8. 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.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	
	Verified?	**Yes**
	PCS Comment	
	See "STS Compliance" §(g), stating that <<*(…) pursuant to the Criteria set out in the Master Transfer Agreement and in accordance with the Warranty and Indemnity Agreement, the Loans will be repayable in instalments pursuant to the relevant amortising plan (…)* >>. See also the Eligibility Criteria No 16 and 17, requiring that the *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"* and that the mortgage loans provide for monthly or semi-annual instalments.	
13	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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.	
	Verified?	**Yes**
	PCS Comment	

	See in section “THE MASTER TRANSFER AGREEMENTS” the Eligibility Criterion No 16. See also the definitions of “Crediti Iniziali” and “Crediti Successivi” contained in the Master Transfer Agreement and setting out the rights, also to other cash flows, transferred to the SPV.

14	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.8. 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	**SEE RELATED EBA GUIDELINES**
	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 statements in “COMPLIANCE WITH STS REQUIREMENTS”, §(g): *<<(…) and (i) 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 and (ii) as at each relevant subsequent Valuation Date and each date on which an Offer will be accepted by the Issuer, the Portfolio will not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU>>* …and §(h), pursuant to which, *<<the exposures include (or, with respect to the Subsequent Claims, will 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, (…) (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;>>.*	

15	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.9. The underlying exposures shall not include any securitisation position.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	15. The underlying exposures shall not include any securitisation position.	
	Verified?	**Yes**
	PCS Comment	

	See point 14 above.

16	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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 AGREEMENT", where it is stated that *<<(…) the Originator has represented and warranted that on the Initial Execution Date the Initial Claims are homogeneous, the Mortgage Loans have been granted in the Originator's ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential". >>.* It is also specified that *<<The above representations and warranties will be deemed to be repeated also with respect to any Subsequent Portfolio at the relevant Valuation Date and at the date on which such Subsequent Portfolio will be transferred.>>* See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(g), sub (a): *<<(a) all Claims have been (or, with respect to the Subsequent Claims, will be) originated by the Originator, in its 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;>>.*	
17	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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 statement in "COMPLIANCE WITH STS REQUIREMENTS", §(g), sub (a): *<<(a) all Claims have been (or, with respect to the Subsequent Claims, will be) originated by the Originator, in its 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;>>.* See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(i), *<<(…) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, the Originator has represented and warranted that the Mortgage Loans were originated in line with the credit policies ("Procedure di Erogazione") attached as schedule 2 to the Warranty and Indemnity Agreement and such credit policies apply also to the mortgage loans which have not been securitized.>>.*	

18	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. 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	**SEE RELATED EBA GUIDELINES**

	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?	**Yes**
	PCS Comment	
	See section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that *<<Furthermore, the Originator has represented and warranted that (…) (2) the loan agreement from which the Claims arise has been entered into and the loan has been made available by the Originator in compliance with the "Procedure di Erogazione" attached as schedule 2 to the Warranty and Indemnity Agreement.>>.* See also §(i) of COMPLIANCE WITH STS REQUIREMENTS: *<<(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, the Originator has represented and warranted that the Mortgage Loans were originated in line with the credit policies attached as schedule 2 to the Warranty and Indemnity Agreement and such credit policies apply also to mortgage loans which have not been securitized. Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each loan agreement has been entered into and the relevant loans have been granted by the Originator on the basis of an assessment of the borrowers' creditworthiness and in compliance with the legislation applicable from time to time. In addition, under the Warranty and Indemnity Agreement the Originator has undertaken to promptly notify to the Representative of the Noteholders any material changes to its credit policies.>>.*	

19	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. 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	**SEE RELATED EBA GUIDELINES**
	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	
	See point 18 above for warranties confirming that the loan agreements are disbursed by the Originator in compliance with the "Procedure 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 or marketing /disbursing the loans informing the debtors that the information provided will not be verified. See also section "THE WARRANTY AND INDEMNITY AGREEMENTS", where it is stated that *<<(…) the Originator has represented and warranted that on the Initial Execution Date the Claims are homogeneous, the Mortgage Loans have been granted in the Originator's ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential".>>.* As for Subsequent Portfolios, the following statement is also noted: *<<Time for making representations and warranties* *All representations and warranties set forth in the Warranty and Indemnity Agreement shall be deemed to be given or repeated: (…) (d) with respect to the Subsequent Claims, on the date on which the Further Instalments on the Class A2 Notes and on the Junior Notes will be made,*	

	with reference to the facts and circumstances then existing, as if made at each such time, provided, however, that the representations and warranties referring to a Transaction Document executed after the date hereof shall be deemed to be made or repeated at the time of the execution of such Transaction Document and on the Issue Date, in each case with reference to the facts and circumstances then existing as if made at each such time.>>.

20	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. 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	**SEE RELATED EBA GUIDELINES**
	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 specifically the statement in "COMPLIANCE WITH STS REQUIREMENTS", §(i) that << *Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each loan agreement has been entered into and the relevant loans have been granted by the Originator on the basis of an assessment of the borrowers' creditworthiness and in compliance with the legislation applicable from time to time*.>>. 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. This was done in Italy via an implementation act by Legislative Decree No. 72 of 21 April 2016 (see "RISK FACTORS - Mortgage Credit Directive").	

21	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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 SERVICER", subsection "History" in respect of the Originator, whereby it is outlined its history from foundation till recent days, including the merger with Biverbanca. See also §(i) of Section "COMPLIANCE WITH STS REQUIREMENTS" where it is stated that <<*In addition, in the Master Transfer Agreement the Originator has represented and warranted that it has more than five years of proven experience in the origination of exposures similar to the relevant Claims*>>.

22	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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 sale of the Initial Portfolio was made upon the execution of the Master Transfer Agreement, on 10 November 2021, and the Initial Valuation Date was on 31 October 2021. As for Subsequent Valuation Dates, these are scheduled for the date which falls on the last day of the Collection Period immediately preceding the relevant Offer Date and which will be indicated in the relevant Offer. Therefore, considering that the Collection Date are set on a quarterly basis, the gap between the Subsequent Valuation Dates and the relevant transfer dates should not exceed three months.	
23	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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 the Originator under the Warranty and Indemnity Agreement, 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) 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. (…)*>>.	

24	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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 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:	

(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;

(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

(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.

STS criteria	**SEE RELATED EBA GUIDELINES**

24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

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 the Originator under the Warranty and Indemnity Agreement, 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) 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. (…)>>*.

The note below applies to points from 24 to 29.

Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.

For PCS, the key points of the EBA guidelines on this issue are:

a. First 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.

b. Secondly, 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.

   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.

   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.

   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.

   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.

	c. Thirdly, 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".	
25	**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 point 24 above.	
26	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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:	
	Verified?	**Yes**
	PCS Comment	
	See the R&W mentioned under point 24 above: no restructured debtors are meant to be included in the Portfolio.	
27	**STS criteria**	
	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	
	Verified?	**Yes**
	PCS Comment	
	See the R&W mentioned under point 24 above: no restructured debtors are meant to be included in the Portfolio.	
28	**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	
	See the R&W mentioned under point 24 above: no restructured debtors are meant to be included in the Portfolio.	
29	**STS criteria**	**SEE RELATED EBA GUIDELINES**

	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;	
	Verified?	**Yes**
	PCS Comment	
	See the R&W mentioned under point 24 above.	
30	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	
	Verified?	**Yes**
	PCS Comment	
	See the R&W mentioned under point 24 above.	

31	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(j), <<*(…) The Originator has represented and warranted that, with respect to each Claim, the Borrower has paid at least one instalment (including principal and interest or interest only) of the relevant amortisation plan as at the Valuation Date.*>>. See also statement in "COMPLIANCE WITH STS REQUIREMENTS", §(k), <<*(k) for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, pursuant to the Criteria set out in the Master Transfer Agreement, the Initial Claims arise from Loans (and, as the case may be, the Subsequent Claims will arise from Loans) in respect of which at least the first instalment of the relevant amortization plan has become due and has been paid by the relevant Debtor as at the relevant Valuation Date* >>.	

32	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**

	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. 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.
	STS criteria — **SEE RELATED EBA GUIDELINES**
	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.
	Verified? — **Yes**
	PCS Comment
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(l), <<*(…) 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* >>. See also "THE PORTFOLIO" where it is stated that << *The Initial 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.*>>. Further, it is also noted the statement in §(h) of Section "THE PORTFOLIO" that <<*Amortisation profile* *The Mortgage Loans comprised in the Portfolio provides for the following amortisation profiles:* *(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;* *(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.*>> Accordingly, PCS is sufficiently satisfied that none of the assets in the pool display any predominant reliance on the sale of the assets.

33	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	**SEE RELATED EBA GUIDELINES**

	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 <<*(…) the 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 (…) (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 Originator is 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.*>>. See also §(m) of "COMPLIANCE WITH STS REQUIREMENTS": <<*(m) for the purpose of compliance with article 21, paragraph 1, of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement the Originator has undertaken to 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 the EU Securitisation Regulation and the applicable Regulatory Technical Standards (…);*>>.	

34	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	34. The interest rate…risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	**Yes**
	PCS Comment	
	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. 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. 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. In this transaction, no interest rate swap has been entered into. 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) 3.50 per cent. for the Class A1 Notes; and 3.50 per cent. for the Class A2 Notes. 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.*>>.	

	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.* *<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 A1 Notes from raising above 3.50 per cent. per annum and (b) in respect of the Class A2 Notes from raising above 3.50 per cent. per annum, 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.* *<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 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. The drawings to be made under the Subordinated Loan (except for any Additional Draw Down) will be credited to the Cash Reserve Account on the Issue Date and subject to the provisions of the Conditions, on any Interest Payment Date during the Ramp-up Period and will form part of the Issuer Available Funds. The Issuer Available funds will be applied according to the relevant Priority of Payments.>>.* 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.
35	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	**Yes**
	PCS Comment	
	See the statement in Section "THE PORTFOLIO" that *<<The Claims and the Notes are denominated in the same currency and therefore Noteholders will not be exposed to any currency risk.>>* See also in §(n) of Section "COMPLIANCE WITH STS REQUIREMENTS", that *<<(…) there is no currency risk since (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that all Mortgage Loans are denominated in Euro (or in another currency and have been subsequently re-denominated in Euro) 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.	
36	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	36. Any measures taken to that effect shall be disclosed.	
	Verified?	**Yes**
	PCS Comment	
	See points 34 and 35 above.	

37	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.2. 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. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and…	
	Verified?	**Yes**
	PCS Comment	
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(n), that <<*(n) (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 (…).*>> We also note that the definition of "Eligible Investments" does not include <<*(…) (i) 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* >>.	
38	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	38. …Shall ensure that the pool of underlying exposures does not include derivatives.	
	Verified?	**Yes**
	PCS Comment	
	See statement in "COMPLIANCE WITH STS REQUIREMENTS", §(n), that <<*(n) (i) pursuant to the Criteria the Initial Claims and the Subsequent Claims (as the case may be) do not arise from derivatives (…).*>>.	
39	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	Verified?	**Yes**
	PCS Comment	
	No derivative is entered into by the Issuer. Therefore, this requirement does not apply. 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: (…) (xiv) No derivative contracts - enter into derivative contracts save as expressly permitted by article 21, paragraph 2, of the EU Securitisation Regulation.>>.*	

40	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	As for assets: • 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 MASTER TRANSFER AGREEMENT" eligibility criterion §(7)). In any case, where a floating rate applies, it is based on EURIBOR; As for liabilities: • see Condition 6 (*Interest*) where in §(c)(*Rate of interest on the Notes*) it is confirmed that interest rate applicable on the Class A1, Class A2 Notes will be EURIBOR based and will be subject to both a cap and a floor. The Junior Notes bear a Junior Rate of Interest (fixed) and a variable return – the Junior Notes Additional Remuneration - calculated as excess spread. 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.	

41	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.4. Where an enforcement or an acceleration notice has been delivered: (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; (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; (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	41. Where an enforcement or an acceleration notice has been delivered: (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;	
	Verified?	**Yes**
	PCS Comment	
	See Post-Enforcement Priority of Payments, items (i) to (iv), set out in Condition 3(e) of the Terms and Conditions of the Notes. 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 (…)*>>.	

42	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	42. (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;	
	Verified?	**Yes**
	PCS Comment	
	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. See items (ix) and (xi) of the "*Pre Enforcement Priority of Payments"* and items (vi) and (xiii) of the "*Post-Enforcement Priority of Payments*", each as set out in Condition 3(d) and 3(e) of the Terms and Conditions of the Notes.	
43	**STS criteria**	
	43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	
	Verified?	**Yes**
	PCS Comment	
	See point 42 above.	
44	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	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 no provisions shall require the automatic liquidation of the Claims;*>>. See also Condition 11(*Enforcement*) in the Terms and Conditions of the Notes and §(e) of Article 31(*Powers*) of the Rules of the Organisation of the Noteholders.	

45	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	This transaction does not contain non-sequential payments in respect of principal. See point 42 above. PCS has therefore taken the view that this requirement is met.	

46	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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; (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	**SEE RELATED EBA GUIDELINES**
	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 contemplates a Ramp-Up Period, and the further acquisitions of Subsequent Portfolios may be terminated (by the Representative of the Noteholders or upon instructions of the Most Senior Class of Notes) if a Purchase Termination Event ("*Causa Ostativa dell'Acquisto*") occurs.	
47	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	47. (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	
	Verified?	**Yes**
	PCS Comment	
	The occurrence of any of the following events will constitute a Purchase Termination Event (see item (viii) - *Other conditions*): <<*(A) the Cumulative Default Ratio with reference to the Collection Period immediately preceding the relevant Offer Date is higher than 2%;* *(B) the Delinquency Ratio with reference to the two consecutive Collection Periods immediately preceding the relevant Offer Date is higher than 5%;*>>	
48	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	48. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	
	Verified?	**Yes**

	PCS Comment	
	The occurrence of any of the following events will constitute a Purchase Termination Event: (ii) Insolvency of C.R.Asti; (iii) Winding-up of C.R.Asti; and (iv) Termination of the appointment of the Servicer.	
49	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	49. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	
	Verified?	**Yes**
	PCS Comment	
	The occurrence of any of the following events will constitute a Purchase Termination Event: (vi) No Further Instalments on the Class A2 Notes or the Junior Notes (viii)(C) the balance of the Cash Reserve Account on the Interest Payment Date immediately following the relevant Offer Date (taking into account any payment to be made on such relevant Interest Payment Date) is lower than the Target Cash Reserve Amount;	
50	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	50. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
	Verified?	**Yes**
	PCS Comment	
	The occurrence of any of the following events will constitute a Purchase Termination Event: (vii) Failure to offer for sale Subsequent Portfolios: the event is deemed occurred if the Originator fails to offer for sale Subsequent Portfolios to the Issuer for one Offer Date.	

51	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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; (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 (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.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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 Servicer, see "THE SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT - *Duties of the Servicer*". For the Representative of the Noteholders (that performs activities similar to those of the trustee in English law transactions) see the "*Rules of the Organisation of the Noteholders*", Article 27 (*Duties and powers*). See also "THE OTHER TRANSACTION DOCUMENTS" subsections "*The Intercreditor Agreement*" and "*The Mandate Agreement*".	
52	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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	
	Verified?	**Yes**
	PCS Comment	
	See "THE SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT – *Termination and resignation of the Servicer and withdrawal of the Issuer*". 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 Originator as Servicer be terminated pursuant to the terms of the Servicing Agreement, 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: <<*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.*>>.	
53	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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?	**Yes**
	PCS Comment	
	No derivative counterparties and no liquidity providers are contemplated in this transaction. 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 45 (forty-five) 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.*>>.	

54	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**

	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	
	Verified?	**Yes**
	PCS Comment	
	See "COMPLIANCE WITH STS REQUIREMENTS" where under §(t) it is stated that *<<(t) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreement and the Master Transfer Agreement the Servicer and Originator has represented and warranted that it has expertise in servicing exposures of a similar nature to those securitised for more than 5 (five) years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, 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>>*. See also section headed "*THE ORIGINATOR AND SERVICER*". PCS notes that the Servicer is the Originator that is also a bank that has being operating in Italy since several decades. Also the Back-up Servicer is an Italian long experienced bank. The Servicer 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).	
55	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	Verified?	**Yes**
	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 Servicer, as confirmed in the statement contained in §(t) of "COMPLIANCE WITH STS REQUIREMENTS".	

56	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	56. The transaction documentation shall set out in clear and consistent terms definitions	
	Verified?	**Yes**
	PCS Comment	
	See point 54 above. See also policies/procedures described in "THE CREDIT AND COLLECTION POLICIES".	

	See also statement in “COMPLIANCE WITH STS REQUIREMENTS” under §(u): *<<(u) for the purpose of compliance with article 21, paragraph 9, of the EU Securitisation Regulation, the Master Transfer Agreement, the Servicing Agreement 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 (…).>>.* PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
57	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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.	

58	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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 "Status, ranking and priority", sub §(d) (Pre-Enforcement Priority of Payments) and §(e) (Post-Enforcement Priority of Payments). PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
59	**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 10 setting out the Events of Default that trigger changes in the PoP to be applied. PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
60	**STS criteria**	
	60. The transaction documentation shall clearly specify the obligation to report such events.	
	Verified?	**Yes**
	PCS Comment	
	See "THE AGENCY AND ACCOUNTS AGREEMENT - Duties of the Computation Agent": *<<The Investor Report will contain, inter alia, the following information, referred to, where applicable to the immediately preceding Interest Payment Date: (…)* *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;(…)>>.* See also statement in "COMPLIANCE WITH STS REQUIREMENTS" under §(u): *<<In addition, the Transaction Documents clearly specify the Priorities of Payments and the events which trigger changes in such Priorities of Payments. Pursuant to the Agency and Accounts Agreement and the Intercreditor Agreement, the Computation Agent has undertaken to prepare, by no later than the second Business Day immediately following the Interest Payment Date, the Investor Report, containing details of, inter alia, the Claims, 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, in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards and make it available on the website of the Computation Agent, currently at https://home.kpmg.com/it/it/home/services/Accounting.html. The Investor Report will also be made available by C.R.Asti, in its capacity as Reporting Entity pursuant to the EU Securitisation Regulation, on the website of the European DataWarehouse (being at the date hereof, www.eurodw.eu)>>.* See also Condition 10(b)(*Events of Default - Service of an Issuer Acceleration Notice*).	

	See also definition of "Inside Information and Significant Events Report", being <<*the report prepared by the Computation Agent on behalf of the Reporting Entity 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. This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS notes that covenant on the part of the originator /*Reporting Entity* to comply in the future with this requirement is included in the Prospectus.
61	**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 point 60 above and particularly the definition of "Inside Information Report", being <<*the report prepared by the Computation Agent on behalf of C.R.Asti 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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" the statement that <<*The Originator has undertaken to make available such Inside Information* and Significant Events *Report without delay and to comply with national and EU 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 anonymized or aggregated*>>. This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS notes that covenant on the part of the originator to comply in the future with this requirement is included in the Prospectus.

62	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	Verified? — **Yes**	
	PCS Comment	

	See "*Rules of the Organisation of the Noteholders*" – Title II "*Meetings of the Noteholders*". See in particular: (a) the method for calling meetings; as for method: Article 7 (*Convening of Meeting*). The notification is made pursuant to article 8 (*Notice*). (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).*>>. See also Article 13(a) for Adjourned Meetings. (c) the required quorum: Article 10 (*Quorum*); (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 "Extraordinary Resolution" or other resolutions are indicated Article 15 (*Passing of resolution*) of the Rules of the Organisation of the Noteholders. (e) where applicable, a location for the meetings which should be in the EU. See Article 7 (*Convening the Meeting*) and Article 8 (*Notice*) and Article 12 (*Adjourned Meeting*) requiring that the Meeting is held in the EU. 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. PCS has reviewed the documents to ascertain that all the five requirements above are indeed present.

63	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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 "*Rules of the Organisation of the Noteholders*", Article 27 (*Duties and powers*). See also the Section "THE OTHER TRANSACTION DOCUMENTS" subsections "*The Intercreditor Agreement*" and "*The Mandate Agreement*".	

64	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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,	

	Verified?	**Yes**
	PCS Comment	
	See "COMPLIANCE WITH STS REQUIREMENTS" where it is stated in §(w) that: <<*(w) for the purposes of compliance with article 22, paragraph 1, of the EU Securitisation Regulation, under the Intercreditor Agreement the 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.eurodw.eu), 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 five years, and (ii) 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 five years;*>>. Such data are made available in the Prospectus Section headed "THE PORTFOLIO - Historical performance data"	
65	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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" – "*Historical performance data*".	
66	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	66. Those data shall cover a period no shorter than five years.	
	Verified?	**Yes**
	PCS Comment	
	See point 64 above.	

67	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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,	
	Verified?	**Yes**
	PCS Comment	

	See "THE PORTFOLIO – Pool Audit" where it is represented that <<*Pursuant to article 22(2) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has verified prior to the Issue Date: (i) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems in respect of each selected position of a representative sample of the Portfolio; (ii) the accuracy of the data disclosed in the paragraph entitled "The Portfolio"; and (iii) the compliance of the data contained in the loan-by-loan data tape prepared by the Originator in relation to the Initial Claims comprised in the Initial Portfolio with the Criteria that are able to be tested prior to the Issue Date.* >>. 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". PCS notices that this was done by an appropriate independent party.
68	**STS criteria** — **SEE RELATED EBA GUIDELINES** 68. Including verification that the data disclosed in respect of the underlying exposures is accurate. **Verified?** — **Yes** **PCS Comment** See point 67 above. 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. *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.*

69	**Legislative text – *Article 22 - Requirements relating to transparency*** — **GO TO TABLE OF CONTENTS** 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. **STS criteria** — **SEE RELATED EBA GUIDELINES** 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. **Verified?** — **Yes** **PCS Comment** See "COMPLIANCE WITH STS REQUIREMENTS" where it is stated in §(y) that: <<*(y) for the purposes of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercreditor Agreement the C.R.Asti in its capacities as Originator and Reporting Entity 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 the Originator, the investors in the Notes, other third parties and the Issuer, and (ii) 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 the Originator, the investors in the Notes, other third parties and the Issuer. In addition, (…)*>>. 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.

	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. *Having seen excel files provided by using the model, having 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.*

70	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	Verified?	**Yes**
	PCS Comment	
	A covenant confirming compliance with this requirement is set out in the Intercreditor Agreement, as represented in §(y) of the Section "COMPLIANCE WITH STS REQUIREMENTS" where it is stated that: *<<(y) (…) In addition, pursuant to the Intercreditor Agreement, the 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 the Originator, the investors in the Notes, other third parties and the Issuer;>>*.	

71	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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). By way of derogation from the first subparagraph, originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors 22.6 By 10 July 2021, the ESAs shall develop, through the Joint Committee of the European Supervisory Authorities, draft regulatory technical standards in accordance with Articles 10 to 14 of Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 on the content, methodologies and presentation of information referred to in the second subparagraph of paragraph 4 of this Article, in respect of the sustainability indicators in relation to adverse impacts on the climate and other environmental, social and governance-related adverse impacts.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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). (…) originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors	
	Verified?	**Yes**
	PCS Comment	
	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(z) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, C.R.Asti, in its capacities as Originator and Reporting Entity 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 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);>>. As to the impacts on sustainability factors, PCS was informed that, for the time being, no specific publication is envisaged.

72	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(aa) 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 the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation.>>.*	

73	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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, of 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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(aa) (…) As to pre-pricing information, C.R.Asti 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 (…) >>.*	
74	**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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(aa) (…) As to pre-pricing information, C.R.Asti 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; (…) >>.*	

75	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(aa) (…) (iii) the Issuer shall deliver to the Reporting Entity (A) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for the Reporting Entity to make available such documents to the investors in the Notes by no later than 15 days after the Issue Date, (…)>>.*	

76	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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: (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;	
	STS criteria	
	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: (a) information on the underlying exposures on a quarterly basis,	
	Verified?	**Yes**
	PCS Comment	

	See statement in §(z) of "COMPLIANCE WITH STS REQUIREMENTS" that: *<<(z) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, C.R.Asti, in its capacities as Originator and Reporting Entity 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 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);>>.*

77	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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: (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents: (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions; (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust; (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator; (iv) the servicing, back-up servicing, administration and cash management agreements; (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value; (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	STS criteria	
	77. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents: (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;	
	Verified?	**Yes**
	PCS Comment	
	See the statements set out in point 75 above An obligation to provide and make available copies of the Prospectus and the transaction documents is also contained in "GENERAL INFORMATION - Documents", to comply with the listing rules of the Luxembourg Stock Exchange.	
78	**STS criteria**	
	78. (ii) 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.	
79	**STS criteria**	

	79. (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;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
80	**STS criteria**	
	80. (iv) the servicing, back-up servicing, administration and cash management agreements;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
81	**STS criteria**	
	81. (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;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
82	**STS criteria**	
	82. (vi) 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.	

83	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. 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 (*Status, ranking and priority*), §(d) and §(e).	

84	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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: (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	
	84. (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;	
	Verified?	**Yes**
	PCS Comment	
	The Prospectus is meant to be compliant with the Prospectus Regulation. This requirement and those in points 85, 86 and 87 are therefore not applicable.	
85	**STS criteria**	
	85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	Verified?	**Yes**
	PCS Comment	
	Not applicable.	
86	**STS criteria**	

	86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	Verified?	**Yes**
	PCS Comment	
	Not applicable.	
87	**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?	**Yes**
	PCS Comment	
	Not applicable.	

88	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	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: (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	STS criteria	
	88. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	Verified?	**Yes**
	PCS Comment	
	See statement in §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that refers to the obligation under article 7(1)(d): *<<(aa) 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 the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the 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).>>.*	

89	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS

	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: (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following: (i) all materially relevant data on the credit quality and performance of underlying exposures; (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, 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; (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
	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 - Duties of the Computation Agent", 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 Servicer, 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 1, letter (e) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (the "Regulatory Technical Standards") set out in article 2 paragraph 1 of European Commission Delegated Regulation 1225/2020 of 20 October 2019 (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 March 2022.>>.*
90	**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, (…).*>>.
91	**STS criteria**
	91. (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,
	Verified? — **Yes**
	PCS Comment
	See definition of "Investor Report", containing <<*(…) (ix) 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 (…).*>>.
92	**STS criteria**

	92. (ii)…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	
	See definition of "Investor Report", containing *<<(…) (ix) 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 (…).>>*.	
93	**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 definition of "Investor Report", containing *<<(…) (viii) 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 (…).>>*.	

94	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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: (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	
	See "THE AGENCY AND ACCOUNTS AGREEMENT - Duties of the Computation Agent", where it is stated that *<<The Computation Agent will prepare on behalf of the Reporting Entity a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation (the "Inside Information and Significant Events Report). The Inside Information and Significant Events Report will be prepared subject to the timely receipt of all necessary information from the relevant parties and delivered via facsimile transmission (anticipated by email) to the Issuer, the Reporting Entity, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent and the Arranger.* *Furthermore, the Inside Information and Significant Events Report will be made available by the Reporting Entity, in accordance with the Agency and Accounts Agreement, through the website of European DataWarehouse (being, as at the date of this Prospectus, https://eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation (as notified to the investors in the Notes) to, amongst others, the Noteholders: (1) without delay, following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards and (2) in any case, simultaneously with the Loan by Loan Report and the Investors Report to be made available no later than one month following each Interest Payment Date.>>*.	

	See definition of "**Inside Information and Significant Events Report**", being <<*the report prepared by the Computation Agent on behalf of the Reporting Entity pursuant to the Intercreditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation;*>>.

95	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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: (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; (ii) a change in the structural features that can materially impact the performance of the securitisation; (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation; (iv) 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; (v) any material amendment to transaction documents.	
	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	
	See point 94 above and references to compliance with Article 7(1)(g).	
96	**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.	
97	**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.	
98	**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.	
99	**STS criteria**	
	99. (v) any material amendment to transaction documents.	
	Verified?	**Yes**
	PCS Comment	
	See point 95 above.	

100	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. 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	
	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.>>.*	

	See §(z) of the section "COMPLIANCE WITH STS REQUIREMENTS", stating that <<*(z) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, C.R.Asti, in its capacities as Originator and Reporting Entity 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 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);*>>.

101	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. 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 also §(aa) of the section "COMPLIANCE WITH STS REQUIREMENTS", stating that <<*(aa) 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 the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the 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).*>>.	

102	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1. 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.	
	STS criteria	

	102. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1. 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.
	Verified? | **Yes**
	PCS Comment
	See statement in §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" that <<*(aa) 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 the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the 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).*>>. The Originator is the designated entity and EDW is the securitisation repository.

103	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (c), (e), (f) and (g) of the first subparagraph of paragraph 1. 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 §(aa) of "COMPLIANCE WITH STS REQUIREMENTS" mentioned above.	

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.

“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.

“**Prospectus Regulation**”**:** Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

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

EBA Final non-ABCP STS Guidelines:

1, 2	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	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 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.	

2a	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	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)) 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.	
	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.	

2b	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	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)) 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)) ***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.	

3	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	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	
	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.	

4	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) 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.	
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	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 obligation(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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) 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. 26. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (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; (b) interpretation of the term 'clear' eligibility criteria; (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.	
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	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) *Eligibility criteria to be met for exposures transferred to the SSPE after the closing of the transaction* 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: (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; (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. 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.	

9	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	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.	
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10, 11	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	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';	
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	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, 13	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) 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.	
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	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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	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.	
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15	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	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.	
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16	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	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.	
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17	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	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;	
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	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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	Underwriting standards (Article 20(10)) 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;	
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	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	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	Underwriting standards (Article 20(10)) 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. 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;	
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	4.4 Underwriting standards, originator's expertise (Article 20(10)) **Residential loans** 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. 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. 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. 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.	

20	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	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;	
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21	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	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.	
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	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.

23	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	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;	
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	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	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	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;	
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	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.

26	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	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)) ***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.	

29	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
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	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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	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) 2017/24027, 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.	
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	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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	At least one payment made (Article 20(12)) 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. 42. To facilitate consistent interpretation of this criterion, its scope and the types of payments referred to therein should be further clarified.	
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	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	***Article 20 - Requirements relating to simplicity***	[BACK TO CHECKLIST]
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	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.	
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	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.	

33	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	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.	
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34	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	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'.	
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	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	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	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	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	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'.	
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	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2)) 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.	

37, 38	***Article 21 - Requirements relating to standardisation***	BACK TO CHECKLIST
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	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'.	
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	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	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	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'.	
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	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	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	Referenced interest payments (Article 21(3)) 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. 54. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) the scope of the criterion (by specifying the common types and examples of interest rates captured by this criterion); (b) the term 'complex formulae or derivatives'.	
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	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	***Article 21 - Requirements relating to standardisation***	BACK TO CHECKLIST
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	Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4)) 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. 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. 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. 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.	
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	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4)) ***Exceptional circumstances*** 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. 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. ***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	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4)) 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. 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. 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. 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.	
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	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4)) ***Repayment*** 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. 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 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.	

44	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4)) ***Liquidation of the underlying exposures at market value*** 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.	

45	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	Non-sequential priority of payments (Article 21(5)) 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. 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.	
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	5.4 Non-sequential priority of payments (Article 21(5)) **Performance-related triggers** 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: (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; (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; (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.	

46, 47, 48, 49, 50	***Article 21 - Requirements relating to standardisation***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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.	

51, 52, 53	***Article 21 - Requirements relating to standardisation***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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.	
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54	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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	
	5.8 Expertise of the servicer (Article 21(8)) ***Criteria for determining the expertise of the servicer*** 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: (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; (b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise: (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 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	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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, 57	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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.	

62, 63	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Resolution of conflicts between different classes of investors 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	
	5.8 Resolution of conflicts between different classes of investors (Article 20(10)) ***Clear provisions facilitating the timely resolution of conflicts between different classes of investors*** 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: (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.	

64, 65, 66	***Article 22 - Requirements relating to transparency***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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.	

67, 68	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Verification of a sample of the underlying exposures (Article 22(2)) 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. 75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (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	
	6.2 Verification of a sample of the underlying exposures (Article 22(2)) ***Sample of the underlying exposures subject to external verification*** 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. ***Party executing the verification*** 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: (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, 70	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Liability cashflow model (Article 22(3)) 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. 77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (a) interpretation of the term 'precise' representation of the contractual relationships; (b) implications when the model is provided by third parties.	
	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	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Environmental performance of assets (Article 22(4)) 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. 79. To facilitate consistent interpretation of this criterion, the term 'available information related to the environmental performance' should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	Environmental performance of assets (Article 22(4)) ***Available information related to the environmental performance*** 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.	