

# **STS Term Verification Checklist**

## **Auto ABS French Loans 2024 FCT**



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

24 April 2024

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

This STS Term Verification 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 Verification Checklist are based on PCS' interpretation of the STS Regulation informed by (a) the text of the STS Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the STS 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.

**24 April 2024**

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## PRIME COLLATERALISED SECURITIES (PCS) – STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	24 April 2024
<b>The transaction to be verified (the “Transaction”)</b>	<b>Auto ABS French Loans 2024</b>
Issuer	Auto ABS French Loans 2024 FCT
Seller	Credipar
Joint Lead Manager(s)	Banco Santander, S.A.; HSBC Continental Europe; ING Bank N.V.
Transaction Legal Counsel	Hogan Lovells (Paris) LLP
Rating Agencies	Fitch and Moody’s
Stock Exchange	Regulated market of Euronext in Paris (Euronext Paris)
Target Closing Date	April 2024

**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.**

Article	Summary of Article Contents	PCS Verified	
<b>Article 20 – Simplicity</b>			
20(1)	<a href="#">True sale</a>	1	✓
20(2-4)	<a href="#">Severe clawback</a>	2	✓
20(4)	<a href="#">True sale with intermediate steps</a>	3	✓
20(5)	<a href="#">Assignment perfection</a>	4	✓
20(6)	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
20(7)	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
20(8)	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
20(9)	<a href="#">No securitisation positions</a>	15	✓
20(10)	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
20(11)	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
20(12)	<a href="#">At least one payment made</a>	31	✓
20(13)	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
<b>Article 21 – Standardisation</b>			
21(1)	<a href="#">Risk retention</a>	33	✓
21(2)	<a href="#">Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards</a>	34 - 39	✓
21(3)	<a href="#">Referenced interest payments</a>	40	✓
21(4)	<a href="#">Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation</a>	41 - 44	✓
21(5)	<a href="#">Non-sequential priority of payments</a>	45	✓
21(6)	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 49	✓
21(7)	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	50 - 52	✓
21(8)	<a href="#">Expertise of the servicer</a>	53 - 54	✓
21(9)	<a href="#">Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report</a>	55 - 59	✓
21(10)	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	60 - 61	✓
<b>Articles 22 and 7 – Transparency</b>			
22(1)	<a href="#">Historical asset data</a>	62 - 64	✓
22(2)	<a href="#">AUP/asset verification</a>	65 - 66	✓
22(3)	<a href="#">Liability cashflow model</a>	67 - 68	✓
22(4)	<a href="#">Environmental performance of asset</a>	69	✓
22(5)	<a href="#">Responsibility for article 7, information disclosure before pricing and 15 days after closing</a>	70 - 73	✓
7(1)	<a href="#">Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay</a>	74 - 83	✓
7(2)	<a href="#">Transparency requirements: securitisation repository, designation of responsible entity</a>	84 - 85	✓

**Article 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.

1

**STS Criteria**

1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.

**Verified?****YES****PCS Comments**

See, in the Section "SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES", the following statements in subsections "Assignment of the Initial Receivables on the Closing Date" and "Assignment of Additional Receivables on each Subsequent Purchase Date" pursuant to which, respectively:

*<<Pursuant to the terms of the Master Purchase Agreement, the Seller has agreed to assign to the Issuer and, subject to the fulfilment of conditions precedent, the Issuer has agreed to purchase from the Seller, in accordance with the provisions of Articles L. 214-169 and D. 214-227 of the French Monetary and Financial Code, an initial pool of non-adversely selected Auto Loan Receivables on the Closing Date which satisfy the Eligibility Criteria on the First Selection Date.*

*The Initial Receivables have been non-adversely selected on the First Selection Date. It is a condition precedent to such assignment that the Initial Receivables comply with each relevant Global Portfolio Limit on the First Selection Date.>>*; and

*<<Pursuant to the terms of the Master Purchase Agreement, the Seller may assign to the Issuer, on each Subsequent Purchase Date during the Revolving Period, Additional Receivables non-adversely selected, in compliance with Article 6(2) of the EU Securitisation Regulation, and which satisfy the Eligibility Criteria on the corresponding Selection Date.*>>.

Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation risks is made in the Legal Opinion.

PCS has been provided with and reviewed a draft of the French law legal opinion issued by the transaction counsel.

At its origins, "true sale" was not 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 creditor 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.

The Legal Opinion confirmed that the assignment from the Seller to the Issuer meets the definition of "true sale" outlined above and also contains the assessments required by the EBA Guidelines, including a specific assessment and comfort on the re-characterisation risk.

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 fully 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 Originator’s jurisdiction for the purposes of insolvency law. This would be its centre of main interest (“COMI”) or its “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.

In the case of the Transaction, the Seller is incorporated in France and licensed as credit institutions by the French *Autorité de Contrôle Prudentiel et de Résolution* and title to the assets is transferred by means of assignments governed by French law to a French *Fonds Commun de Titrisation*.

As outlined in the Prospectus and in the French legal opinion, in the case of a transfer which is made to a French *Fonds Commun de Titrisation* and governed by the specific mode of transfer provided for by French securitisation law, such law specifically excludes the application of the French law clawback provision providing that certain contracts entered into during the hardening period may be nullified if the counterparty of the insolvent entity was aware of its state of insolvency. The potential application of the clawback provision providing for the nullity of unbalanced contractual arrangements entered into during the hardening period is not excluded, but its purpose is to protect creditors from unfair preferences. Therefore, the transfer is not, in our view, subject to “severe clawback”.

**Article 20.1** (...) The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

**Article 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.

**Article 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.

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**STS Criteria**

2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

**Verified?**

**YES**

**PCS Comments**

The Seller is incorporated and authorised as a credit institution in France (see section “DESCRIPTION OF BANQUE STELLANTIS FRANCE GROUP AND CREDIPAR” of the Prospectus) and in case of insolvency of any of them, French law would be applicable to the relevant insolvency actions.

In the Republic of France no severe claw-back provisions apply to securitisation transactions.

**Article 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.

3

**STS Criteria**

3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

**Verified?**  
**YES**

**PCS Comments**

The Receivables have been exclusively originated by the Seller as original lender.

See "UNDERWRITING PROCEDURES AND SERVICING PROCEDURES - General information":

<<(…) *The Auto Loan Receivables to be assigned to the Issuer arise from and relate to Auto Loan Contracts exclusively originated by CREDIPAR.*>>.

See also §(a) of the Contracts Eligibility Criteria:

<<*On each Selection Date, each Auto Loan Contract corresponding to an Auto Loan Receivable to be sold and assigned to the Issuer will comply with the following Eligibility Criteria:*

(a) *each Auto Loan Contract was entered into between the Seller and one or several Borrower(s) in accordance with the applicable provisions of the French Consumer Code and all other applicable legal and regulatory provisions (including in relation to data protection);>>.*

It is also noted that a portion of the Receivables have been the object of a previous securitisation of CREDIPAR carried out by the FCT named AUTO ABS FRENCH LOANS MASTER. Such Receivables have been repurchased by CREDIPAR pursuant to an "Acte de Cession de Creances" dated 12 March 2024.

In the light of the above, PCS is satisfied that this requirement is met.

**Article 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 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.

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**STS Criteria**

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;

**Verified?**  
**YES**



- (b) insolvency of the seller; and  
(c) unremedied breaches of contractual obligations by the seller, including the seller's default.

### **PCS Comments**

Article 20.5 does not apply as the transfer is perfected.

See "Notification of the assignment of the Purchased Receivables to the Borrowers - No initial notification of assignment of Purchased Receivables" in the Section "SELECTED ASPECTS OF FRENCH LAW" pursuant to which

*<<The Master Purchase Agreement provides that the transfer of the Purchased Receivables will be effected through an assignment of these rights by the Seller to the Issuer pursuant to Article L.214-169 V of the French Monetary and Financial Code. The assignment of the Purchased Receivables by the Seller to the Issuer will not initially be notified to the Borrowers.*

*Pursuant to Article L. 214-169 V 2° of the French Monetary and Financial Code "the assignment of receivables shall take effect between the parties (i.e. the assignor and the fund in its capacity as transferee) and shall be enforceable vis-à-vis third parties as of the date specified in the deed of transfer (acte de cession de créances), irrespective of the origination date, the maturity date or the due date of such receivables with no further formalities regardless of the law governing the transferred receivables and the law of the domicile of the assigned debtors."*

*Pursuant to Article L. 214-169 V 3° of the French Monetary and Financial Code "the delivery (remise) of the deed of transfer (acte de cession de créances) shall, as a matter of French law, entail the automatic (de plein droit) transfer of any Ancillary Rights (including any security interest, guarantees and other ancillary rights) attached to each receivable and the enforceability (opposabilité) of such transfer vis-à-vis third parties, without any further formalities (sans qu'il soit besoin d'autre formalité)."*

*Pursuant to Article L. 214-169 V 4° of the French Monetary and Financial Code "the assignment of the receivables and of their ancillary rights shall remain valid (la cession conserve ses effets après le jugement d'ouverture) notwithstanding that the seller is in a state of cessation of payments (cessation des paiements) on the relevant purchase date (au moment de cette cession) and notwithstanding the opening of any proceeding governed by Book VI of the French Commercial Code (dispositions du Livre VI du Code de Commerce) or any equivalent proceeding governed by any foreign law (procédure équivalente sur le fondement d'un droit étranger) against the seller after such purchase (postérieurement à cette cession)."*

*Therefore legal title to the Purchased Receivables and the Ancillary Rights will be validly transferred from the Seller to the Issuer from the time of delivery of the relevant Assignment Document without notification being required. No perfection of title is required by Article L. 214-169 V of the French Monetary and Financial Code to perfect the Issuer's legal title to the Purchased Receivables. (...)>>.*

See also "SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - Perfection of the transfer":

*<<(...) The assignment of the Auto Loan Receivables shall be valid between the Issuer and the Seller and enforceable against third parties, without any further formalities, as at the date affixed on the Assignment Document upon its delivery by the Seller to the Management Company, whatever the date on which the said Auto Loan Receivables came into being or their maturity or due date, without any further formalities being required, and whatever the law governing the said Auto Loan Receivables or the debtors' place of residence (quelle que soit la date de naissance, d'échéance ou d'exigibilité des créances, sans qu'il soit besoin d'autre formalité, et ce quelle que soit la loi applicable aux créances et la loi du pays de résidence des débiteurs) in accordance with the provisions of Article L. 214-169 V 2° of the French Monetary and Financial Code.>>*

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.

PCS has reached sufficient comfort that pursuant to French law, the notification to the obligors of the assignment of the receivables to the SSPE is not necessary in order to perfect the transfer of the legal title to such receivables from a seller to an SSPE in the context of a securitisation transaction. Such notification, indeed, is necessary to make the assignment of the receivables enforceable against the relevant debtors and will be made only following the occurrence of certain events.

Although the transfer is not notified to the Borrowers, the French legal opinion and Prospectus confirm that such notification is not required to fully perfect the transfer of ownership in the Receivables, since no further formalities are required in addition to the delivery of the Transfer Document (*Acte de Cession de Créances*), in accordance with the Master Purchase Agreement.

Accordingly, this transaction does not operate by way of an unperfected assignment and specific triggers are not required.

**Article 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.

**5 STS Criteria**

5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

**Verified?  
YES**

**PCS Comments**

See the R&W of the Seller, as described in §(g) of "SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - Reliance on the Receivables Warranties", confirming that:

*<<Pursuant to the terms of the Master Purchase Agreement, the Seller shall represent and warrant to the Management Company, in respect of each Auto Loan Receivable which will be assigned by it to the Issuer on any Purchase Date, that: (...)*

*(g) with reference to Article 20(6) of the EU Securitisation Regulation, to the best of the Seller's knowledge, no Auto Loan Receivables which will be assigned by it to the Issuer on each Purchase Date is 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;>>.*

In addition, see also §(c) of the Receivables Eligibility Criteria:

*<<(c) the Seller had full title to each Auto Loan Receivable and its Ancillary Rights immediately prior to its assignment and the Auto Loan Receivable and its Ancillary Rights are not subject to, either in whole or in part, any assignment, delegation or pledge, attachment, claim, set-off, restrictions or prohibition on assignment;>>.*

**Article 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.

**6 STS Criteria**

6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....

**Verified?**

	<p><b>PCS Comments</b></p> <p>See the following statements in the Prospectus:</p> <p>&lt;&lt;Transfer of Auto Loan Receivables</p> <p><i>In its capacity as Seller and pursuant to the provisions of the Master Purchase Agreement dated the Signing Date and entered into between CREDIPAR and the Management Company, CREDIPAR may sell, on each Purchase Date, <u>Auto Loan Receivables satisfying the Eligibility Criteria</u>.</i>&gt;&gt;</p> <p>&lt;&lt;Operation of the Issuer during the Revolving Period</p> <p><i>During the Revolving Period, the operation of the Issuer may be summarised as follows:</i></p> <p><i>(a) <u>on any subsequent Selection Date, the Seller may select Additional Receivables which comply with the Eligibility Criteria and the Global Portfolio Limits and whose aggregate Principal Component Purchase Price does not exceed the relevant Available Purchase Amount and offer, pursuant to a Purchase Offer, to the Management Company, acting in the name and on behalf of the Issuer, in accordance with, and subject to the terms of the Master Purchase Agreement. (...);&gt;&gt;</u></i></p> <p>The Prospectus also contains statements confirming that the selection of the receivables is not an adverse selection, both for the Initial Receivables and the Additional Receivables, in compliance with Article 6(2) of the SECR. See the following R&amp;W, in §(v) of “Representations, warranties and undertakings of the Seller”:</p> <p>&lt;&lt;(v) <i>Selection of Receivables: in compliance with Article 6(2) of the EU Securitisation Regulation, it has not selected and shall not select Auto Loan Receivables to be transferred to the Issuer with the aim of rendering losses on the Purchased Receivables transferred to the Issuer, measured over four (4) years, higher than the losses over the same period on comparable receivables held on its balance sheet;</i>&gt;&gt;</p> <p>See also the statements mentioned in comments point 1 above and set out in Section “SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES”, and, in such Section, the “Contracts Eligibility Criteria” and the “Receivables Eligibility Criteria”.</p> <p>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.</p> <p>PCS has read the Eligibility Criteria in the Prospectus.</p> <p>As they are mandatory, they meet the “predetermined” requirement.</p> <p>As they are in the Prospectus and in Schedule 1 (Eligibility Criteria) of the Master Purchase Agreement, they meet the “documented” requirement.</p> <p>PCS has also concluded that they allow determination in each case, and so meet the “clear” requirement.</p>	YES
7	<p><b>STS Criteria</b></p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p><b>Verified?</b> YES</p>

**PCS Comments**

See "SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - Reassignment of Purchased Receivables", and its subsections:

- Reassignment of Purchased Receivables which are due or accelerated
- Reassignment of Purchased Receivables in the context of Commercial Renegotiations

See also Clause 21 of the MPA:

**<<21. REASSIGNMENT OF PURCHASED RECEIVABLES**

Pursuant to Articles L. 214-169 and L. 214-183 of the French Monetary and Financial Code, the Issuer cannot reassign the Purchased Receivables unless:

- (a) *the Purchased Receivables are due or accelerated and the Seller or the Management Company, as the case may be, has requested their repurchase pursuant to clause 22 (Reassignment of Purchased Receivables which are due or accelerated);*
- (b) *the reassignment to the Seller is made pursuant to clause 23 (Reassignment of Purchased Receivables in the context of Commercial Renegotiations); and/or*
- (c) *in the case of an Issuer Liquidation Event triggering the clean-up offer procedure described under clause 26 (Occurrence of a Clean-up Call Event) or, as applicable, clause 27 (Occurrence of a Sole Holder Event) and clause 28 (Liquidation in the interest of the Securityholders).>>.*

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 is deemed met.

If a 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 the Transaction Documents and these are acceptable within the context of the EBA final guidelines and its principles.

8

**STS Criteria**

8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

**Verified?**  
**YES**

**PCS Comments**

See statements quoted in comments to point 6 above.

<<Operation of the Issuer during the Revolving Period

See also the following statements in "OPERATION OF THE ISSUER – Revolving Period - Operation of the Issuer during the Revolving Period":

<<During the Revolving Period, the operation of the Issuer may be summarised as follows:

- (a) *on any subsequent Selection Date, the Seller may select Additional Receivables which comply with the Eligibility Criteria and the Global Portfolio Limits and whose aggregate Principal Component Purchase Price does not exceed the relevant Available Purchase Amount and offer, pursuant to a Purchase Offer, to the Management Company, acting in the name and on behalf of the Issuer, in accordance with, and subject to the terms of the Master Purchase Agreement. (...);>>.*

See also clauses 7.1 and 7.2 of the MPA:

<<7. ADDITIONAL RECEIVABLES TO BE ASSIGNED ON EACH SUBSEQUENT PURCHASE DATE

7.1 The Seller may assign to the Issuer, on each Subsequent Purchase Date during the Revolving Period, Additional Receivables non-adversely selected, in compliance with Article 6(2) of the EU Securitisation Regulation, and which satisfy the Eligibility Criteria on the corresponding Selection Date.

7.2 In order for an Auto Loan Receivable to satisfy the Eligibility Criteria on the relevant Selection Date, (i) the Auto Loan Contract relating to that Auto Loan Receivable must meet the Contracts Eligibility Criteria and (ii) that Auto Loan Receivable must meet the Receivables Eligibility Criteria.>>.

**Article 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.

9

**STS Criteria**

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 Comments**

See the statement in §(d) of Section “SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - Reliance on the Receivables Warranties”.

<<(d) as at the relevant Selection Date, for the purposes of Article 20(8) of the EU Securitisation Regulation and the Homogeneity RTS, the Purchased Receivables:

- (i) have all been underwritten according to similar underwriting standards;
- (ii) are all serviced according to similar servicing procedures;
- (iii) all fall within the same asset type for the purposes of the EU Securitisation Regulation, being auto loans and leases; and
- (iv) all arise from Auto Loan Contracts that have been entered into with a Borrower that is resident in metropolitan France;>>

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.

	<p>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by the Seller according to similar servicing procedures, they are a single asset class – residential mortgages – and are all originated in the same jurisdiction.</p> <p>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.</p>	
10	<p><b>STS Criteria</b></p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p>	<p><b>Verified?</b> YES</p>
	<p><b>PCS Comments</b></p> <p>See the statement in §(f) of Section “SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - Reliance on the Receivables Warranties”.</p> <p>&lt;&lt;(f) the relevant <u>Auto Loan Contract constitutes the valid, binding and enforceable contractual obligations of the Borrower(s) and of the Seller, with full recourse to the Borrower(s) and, where applicable, guarantors (except that enforceability or recourse may be limited by (i) over-indebtedness (surendettement) or enforcements of general applicability affecting the enforcement rights of creditors generally, or (ii) the existence of unfair contract terms (clauses abusives) as defined by Articles L. 212-1 et seq. of the French Consumer Code in the Auto Loan Contract (provided that such unfair contract terms would not (A) affect the right of the Issuer to purchase the Auto Loan Receivables or (B) deprive the Issuer of its rights to receive principal and to receive interest as provided for under the Auto Loan Receivables)) with defined payment streams relating to principal, interest, or related to any other right to receive income from assets warranting such payments;&gt;&gt;.</u></p>	
11	<p><b>STS Criteria</b></p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p>	<p><b>Verified?</b> YES</p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned in comments to point 10 above, containing reference to “full recourse”.</p>	

**Article 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.

12	<p><b>STS Criteria</b></p> <p>12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.</p>	<p><b>Verified?</b> YES</p>
	<p><b>PCS Comments</b></p> <p>See “Receivables Eligibility Criteria”</p> <p>In particular, it is required as follows:</p> <p>&lt;&lt;(f) each Auto Loan Receivable is either a Standard Loan Receivable or a Balloon Loan Receivable;&gt;&gt;</p> <p>&lt;&lt;(h) each Auto Loan Receivable gives rise to monthly instalments of principal and interest;&gt;&gt;.</p>	

See also:

<<“**Instalments**” means, in respect of any Auto Loan Contract, the amounts of each of the instalments to be made by the Borrower on each date on which such instalment have to be paid under such Auto Loan Contract, including, in relation to the Balloon Loans, the Balloon Instalment.>>. See also a general outline of the features of the Balloon Loans, contained in “UNDERWRITING PROCEDURES AND SERVICING PROCEDURES - Balloon instalments”:

<<Some loans (also known as ‘**balloon loans**’) feature a last contractual instalment at the end of the contract which is significantly higher than prior monthly instalments. Such instalments are also paid by direct debit, but CREDIPAR:

- typically informs the client 4 months before the end of the contract that such payment will occur; and
- indicates also to the Stellantis Car Dealer that one of its clients will have to pay such balloon instalment.

In the scenario where the Stellantis Car Dealer would sell a new car to the client, it may agree to purchase the used vehicle and pay the balloon instalment on behalf of the client. The Stellantis Car Dealer will inform CREDIPAR of such agreement and the direct debit against the client will be postponed until full payment of the balloon instalment by the Stellantis Car Dealer which shall occur within two months of the agreement being notified to CREDIPAR.

During this two month-period, the client remains liable of the payment of such balloon instalment and in case the balloon instalment is not paid by the Stellantis Car Dealer within this period, CREDIPAR will reinstate the direct debit against the client.>>.

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**STS Criteria**

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 Comments**

See point 12 above.

See also the following definition:

<<“**Ancillary Rights**” means any security interests or guarantees which secure the payment of the Purchased Receivables, and any other rights which are otherwise accessories (accessoires) to such Purchased Receivables, including (without limitation and to the extent assignable) the following rights:

- (a) any and all present and future claims benefiting to the Seller under any Collective Insurance Contracts relating to an Auto Loan Contract;
- (b) the benefit of a retention of title in the financed Car, resulting from (i) a retention of title clause (clause de réserve de propriété) which postpones the transfer of the property right in the financed Car to the Borrower until the day on which the corresponding purchase price has been paid and discharged in full and (ii) a subrogation of the Seller in the rights of the relevant Original Car Seller; and
- (c) any other security interests and more generally any sureties, guarantees, insurance and other agreements or arrangements of whatever character in favour of the Seller supporting or securing the payment of a Purchased Receivable.>>.

See also the definition of “Available Collections”, setting out the origin of the amounts being received in respect of the Auto Loan Receivable:

<<“**Available Collections**” means, on any Settlement Date and in respect of the Collection Period immediately preceding such Settlement Date, an amount equal to the aggregate of (without double counting):

- (a) the Collections with respect to such Collection Period;
- (b) any (i) Non-Conformity Rescission Amount (or the part not set-off against the Principal Component Purchase Price of the substituted Purchased Receivable) and/or (ii) Rescheduling Indemnification Amount paid to the Issuer in relation to such Collection Period;
- (c) any Reassignment Amount paid by the Seller to the Issuer on such Settlement Date;
- (d) any amount debited by the Management Company from the Commingling Reserve on that Settlement Date in the event of a breach by the Servicer of its financial obligations (obligations financières) with respect to that Collection Period under the Master Servicing Agreement, in accordance with the provisions of the Master Servicing Agreement;
- (e) any interest and income generated by the Authorised Investments during such Collection Period (but excluding any interest or investment income earned in respect of the General Reserve Account, the Commingling Reserve Account or the Swap Collateral Account); and
- (f) with respect to the Settlement Date corresponding to the Issuer Liquidation Date, the Final Repurchase Price;

plus or minus, as the case may be any Adjusted Available Collections and it being understood that for so long as the Servicer meets its financial obligations (obligations financières) under the Master Servicing Agreement, the Commingling Reserve shall not form part of the Available Collections.>>;

See also the following definitions used in respect of the Auto Loan Receivables that arise from Balloon Loans:

<<“**Balloon Instalment**” means, in respect of any Balloon Loan, the last Instalment due to the Seller by the relevant Borrower.>>;

<<“**Balloon Loan**” means any Auto Loan Contract for which the last instalment payable at maturity is significantly higher than prior monthly instalments as defined at the origination of the Auto Loan Contract.>>;

<<“**Balloon Loan Receivable**” means any receivable in respect of a Balloon Loan and of which a significant part of the principal amount is due and payable in a single payment on the maturity date of the relevant Auto Loan Contract.>>.

**Article 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.

14

**STS Criteria**

14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.

**Verified?  
YES**

**PCS Comments**

See the following statement in “OVERVIEW OF THE SECURITISATION TRANSACTION - THE ISSUER ASSETS AND THE PURCHASED RECEIVABLES”:

<<**Purchased Receivables:** (...) <<The Purchased Receivables do not include transferrable debt securities or any securitisation position.>>.



**Article 20.9.** The underlying exposures shall not include any securitisation position.

15	<b>STS Criteria</b> 15. The underlying exposures shall not include any securitisation position.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See comments to point 14 above confirming the Purchased Receivables do not include securitisation positions.	

**Article 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.

16	<b>STS Criteria</b> 16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See "Contracts Eligibility Criteria", §(j), requiring that: <i>&lt;&lt;(j) each Auto Loan Contract was entered into by the Seller pursuant to its normal procedures and within the scope of its ordinary credit activity with respect to accepting and providing loan financing to its customers, pursuant to underwriting standards that are no less stringent than those that the Seller applies at the time of origination to similar Auto Loan Receivables that are not securitised;&gt;&gt;.</i>	

17	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See comments to point 16 above.	

**Article 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.

18	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
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**PCS Comments**

See the disclosure in Section "UNDERWRITING PROCEDURES AND SERVICING PROCEDURES": <<The following is a summary in all material respects of the underwriting procedures of CREDIPAR as of the date hereof as outlined in the relevant procedure manuals of CREDIPAR. (...)>>.

See also the following R&W, in "Representations, warranties and undertakings of the Seller":

<<(n) Underwriting and Management Procedures:

(i) to comply with its underwriting and management procedures as annexed to the Master Purchase Agreement with respect to each Borrower, Auto Loan Contract, Purchased Receivable and Ancillary Right as if interests in such Purchased Receivables would not be sold and assigned and had not been sold and assigned thereunder;

(ii) not to materially amend the underwriting and management procedures without prior written notice delivered to the Management Company and the Servicer; and when amending such underwriting and management procedures, it shall always act as a reasonable and prudent lender; and

(iii) to inform the Rating Agencies and the Management Company (which shall in turn inform without undue delay the Noteholders and any potential investors of the same) of any material changes made to the underwriting and management procedures;

(iv) with reference to Article 20(10) of the EU Securitisation Regulation, the underwriting standards pursuant to which the Auto Loan Receivables have been originated and any material changes from prior underwriting standards shall be fully disclosed to Noteholders and potential investors without undue delay;>>.

In respect of the application of a consistent set of underwriting procedures in the origination of the Purchased Receivables, see the representation mentioned in comments to point 9 above re homogeneity, confirming that:

<<(d) as at the relevant Selection Date, for the purposes of Article 20(8) of the EU Securitisation Regulation and the Homogeneity RTS, the Purchased Receivables:

(i) have all been underwritten according to similar underwriting standards; (...)>>.

**Article 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.

<b>19</b>	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
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**PCS Comments**

Not applicable to auto loans.

**Article 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.

20

**STS Criteria**

20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

**Verified?**  
**YES**

**PCS Comments**

The Seller has provided a representation that this criterion is met (see R&W mentioned below).

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, in each member state.

Therefore, if the assets concerned, as in the case of the Transaction, are auto loans that include also consumer loans, the relevant provisions are those contained in Directive 2008/48/EC.

The next step is to determine which French law transcribed this Directive into local law.

In this respect, the Prospectus clarifies that the Consumer Credit Directive has been transposed into French law, as described in the R&W below, contained in Section "Representations, warranties and undertakings of the Seller":

*<<(a) Assessment of each Borrower's creditworthiness: with reference to Article 20(10) of the EU Securitisation Regulation, the assessment of each Borrower's creditworthiness by the Seller met the requirements set out in Article 8 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (which was implemented in the French Consumer Code by law n° 2010-737 dated 1st July 2010 amending consumer credit (portant réforme du crédit à la consommation));>>.*

PCS assumes, although the STS Regulation and the EBA Guidelines are silent on this point, that the requirement for underwriting to take place in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law.

**Article 20.10.** The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

21

**STS Criteria**

21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

**Verified?**  
**YES**

**PCS Comments**

See the following R&W, in "Representations, warranties and undertakings of the Seller":

<<(w) Expertise of the Seller: the business of the Seller has included the origination of exposures of a similar nature as the Purchased Receivables for at least five (5) years prior to the date of this Prospectus;>>.

**Article 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...

22	<b>STS Criteria</b>	Verified? YES
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	<b>PCS Comments</b>	
	See in Glossary of Terms the following definitions: <<" <b>Selection Date</b> " means the First Selection Date or any Subsequent Purchase Date, as applicable.>>. <<" <b>First Selection Date</b> " means 9 April 2024.>> <<" <b>Purchase Date</b> " means the Closing Date or any Subsequent Purchase Date, as applicable.>>. <<" <b>Subsequent Purchase Date</b> " means, with respect to any Additional Receivables, any date on which the Seller assigns to the Issuer Additional Receivables, under and subject to the terms of the Master Purchase Agreement. Any Subsequent Purchase Date shall fall at the latest nine (9) Business Days after each Determination Date during the Revolving Period and no earlier than two (2) Business Days after each Information Date>>. <<" <b>Determination Date</b> " means the last day of each calendar month.>> PCS has assumed that any period of three and a half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards. The Prospectus sets out the relevant dates of the initial and subsequent pool cuts (see definition of Selection Date) and the relevant transfer, and these are less than few days apart. No undue delay, therefore, occurs between selection and transfer and this clearly meets the requirement.	
23	<b>STS Criteria</b>	Verified? YES
	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...	
	<b>PCS Comments</b>	
	See Receivables Eligibility Criteria, §(i): <<(i) as at the relevant Selection Date, each Auto Loan Receivable is neither a Delinquent Receivable, nor a Defaulted Receivable, nor a written-off Auto Loan Receivable, nor in default within the meaning of Article 178(1) of CRR;>>; <<" <b>Defaulted Receivable</b> " means a Purchased Receivable (excluding any Purchased Receivable to be repurchased by the Seller in the context of Commercial Renegotiations and which were not Defaulted Receivables at the end of the Collection Period in which the Servicer entered into such Commercial Renegotiation) in respect of which:	

(a) any amount due remains unpaid past its due date for one hundred and fifty (150) calendar days or more; or

(b) the Servicer, acting in accordance with the Servicing Procedures, has terminated or accelerated the underlying Auto Loan Contract, or has written off or made provision against any definitive losses at any time prior to the expiry of the period referred to in (a) above.>>.

<<“**Delinquent Receivable**” means, as of any date, any Purchased Receivable in respect of which an amount is overdue for strictly less than 150 calendar days, (i) which is not a Defaulted Receivable, and (ii) excluding any Purchased Receivable to be repurchased by the Seller in the context of Commercial Renegotiations and which were not Delinquent Receivables at the end of the Collection Period during which the Servicer entered into such Commercial Renegotiation.>>.

See also “Contracts Eligibility Criteria”, §(k):

<<(k) with respect to each Auto Loan Contract, on the Selection Date preceding the relevant Purchase Date, the Seller has not commenced an action to terminate the relevant Auto Loan Contract nor taken any steps to enforce any security interest on the basis of the breach by the relevant Borrower of its obligations under the terms of that Auto Loan Contract including (but without limitation) the Borrower(s)’ obligations to make timely payments of the Instalments;>>.

**Article 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 being made is significantly higher than for comparable exposures held by the originator which are not securitised.

<b>24</b>	<b>STS Criteria</b>	<b>Verified?</b>
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator’s or original lender’s knowledge:	<b>YES</b>
	<b>PCS Comments</b>	
	See Receivables Eligibility Criteria, §(k):	
	<<(k) to the best of the Seller's knowledge, each Auto Loan Receivable as at the relevant Selection Date <u>is not owed or guaranteed by a credit-impaired obligor, which is an obligor that either:</u>	
	(i) <i>is Insolvent; and/or</i>	

(ii) has been subject to a measure adopted by a French court in accordance with Article 1343-5 of the French Civil Code, or had a court granting his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment due to any of such creditors, within the time period starting three (3) years prior to the date of execution of the relevant Auto Loan Contract, or has undergone a debt restructuring process with regard to his non-performing exposures within three (3) years prior to the relevant Purchase Date; and/or

(iii) was, at the time of origination of the Auto Loan Receivable, registered in the Banque de France's Fichier des incidents de remboursement des crédits aux particuliers or the Fichier central des chèques; and/or

(iv) 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 receivables held by the Seller and which are not assigned to the Issuer,

it being agreed that (1) the Seller will not necessarily have been made aware of the occurrence of the events listed in paragraphs (i) and (ii) above, (2) the Seller's information is limited to the period elapsed since the date the Seller first entered into an agreement with the Borrower, which may be shorter than three (3) years preceding the date of execution of the relevant Auto Loan Contract, and (3) the Banque de France's Fichier des incidents de remboursement des crédits aux particuliers and the Fichier central des chèques do not record historical information on the credit profile of any natural person to the extent that the circumstances that would have justified the inclusion of such person in such files have disappeared;>>

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 Sellers 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".

Based on the representation quoted above and in comments to point 23 above, PCS reached sufficient evidence that this requirement is satisfied.

25

STS Criteria

Verified?

	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.	<b>YES</b>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned in comments to point 24 above.</p> <p>See also the following definition:</p> <p>&lt;&lt;“<b>Insolvent</b>” means, in relation to any person or entity, any of the following situations:</p> <p>(a) the relevant person or entity (i) becomes insolvent or is unable to pay its debts as they become due (cessation des paiements), or (ii) institutes or has instituted against it a proceeding seeking a judgment for its safeguard (sauvegarde), accelerated safeguard (sauvegarde accélérée) or a judgment for its bankruptcy (redressement judiciaire) or a judgment for its liquidation (liquidation judiciaire) or any of the proceedings set out in Book VI of the French Commercial Code; provided always that the opening of any proceeding referred to in this paragraph (a) against CREDIPAR shall have been subject to the approval (avis conforme) of the ACPR in accordance with Article L. 613-27 of the French Monetary and Financial Code; or</p> <p>(b) the relevant person, as applicable, has referred its insolvency, or has its insolvency referred, to the French Commission de Surendettement des Particuliers; or</p> <p>(c) the relevant person or entity (i) is subject to a cancellation (radiation) or a withdrawal (retrait) of its banking licence (agrément) by the ACPR or is permanently prohibited from conducting its banking or leasing business (interdiction totale d’activité) in France by the ACPR; or (ii) is subject to resolution measures (mesures de résolution) decided by the Single Resolution Board and/or the ACPR in accordance with the applicable provisions of the French Monetary and Financial Code;</p> <p>(d) the relevant person or entity is subject to any measures equivalent to any of those listed in paragraphs (a) to (c) above under any applicable law.&gt;&gt;.</p>	
26	<p><b>STS Criteria</b></p> <p>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:</p>	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned in comments to point 24 above.</p>	
27	<p><b>STS Criteria</b></p> <p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p>	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>No recently restructured exposures are included in the pool: see the R&amp;W mentioned in comments to point 24 above.</p> <p>This requirement is, therefore, satisfied.</p>	
28	<p><b>STS Criteria</b></p>	<b>Verified?</b> <b>YES</b>

	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;	
	<p><b>PCS Comments</b></p> <p>See comments to point 27 above.</p>	
29	<p><b>STS Criteria</b></p> <p>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;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned in comments to point 24 above.</p>	
30	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned in comments to point 24 above.</p>	

**Article 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.

31	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See "Receivables Eligibility Criteria", §(p).</p> <p>&lt;&lt;(p) each Auto Loan Receivable has given rise to the effective and full payment of at least one (1) Instalment. As a result, the principal amount due after the payment of that Instalment is less than the initial amount of that Auto Loan Receivable;&gt;&gt;.</p>	



**Article 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.

<b>32</b>	<p><b>STS Criteria</b></p> <p>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.</p>	<b>Verified? YES</b>
	<p><b>PCS Comments</b></p> <p>See section "SALE AND PURCHASE OF THE AUTO LOAN RECEIVABLES - <i>Receivables Warranties</i>", where it is stated that:</p> <p>&lt;&lt;Pursuant to the terms of the Master Purchase Agreement, the Seller shall represent and warrant to the Management Company, in respect of each Auto Loan Receivable which will be assigned by it to the Issuer on any Purchase Date, that: (...)</p> <p><i>(c) (...) (ii) it has effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the Borrower's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the Borrower meeting his obligations under the relevant Auto Loan Contract; and&gt;&gt;.</i></p> <p>See comments to point 12 above for a more detailed description of the underlying assets and Balloon Loan contracts, confirming that the client is liable for the entire amount of the loan, regardless the exercise of the option to purchase the car.</p> <p>In the light of the above, PCS is sufficiently satisfied that the repayment of the Notes has not been structured to depend on the sale of any asset.</p>	

**Article 21.1.** The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.

33	<b>STS Criteria</b>	33. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	<b>Verified?</b>
			<b>YES</b>

**PCS Comments**

See the statement contained in the Prospectus in "OVERVIEW OF THE SECURITISATION TRANSACTION - EU Securitisation Regulation Retention Requirements", that:

<<(…) The Seller will retain on an ongoing basis a material net economic interest of not less than five (5) per cent. in the securitisation through the retention of not less than five (5) per cent. of the nominal value of each of the Class A Notes, the Class B Notes and the Class C Notes, as required by paragraph (a) of Article 6(3) of the EU Securitisation Regulation.>>.

**Article 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.

34	<b>STS Criteria</b>	34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.	<b>Verified?</b>
			<b>YES</b>

**PCS Comments**

See "THE SWAP AGREEMENT", stating that:

**<<Overview of the Swap Agreement**

*On or about the Signing Date, the Management Company, acting for and on behalf of the Issuer, will enter into the Swap Agreement with respect to the Class A Notes with the Swap Counterparty. Under the Swap Agreement, the Issuer will hedge its interest rate exposure resulting from the fixed interest rate to be received under the Purchased Receivables and floating rate interest obligations under the Class A Notes.*

**Fixed amounts**

*Under the Swap Agreement, on each Payment Date, the Issuer shall pay to the Swap Counterparty the Swap Fixed Amount, calculated by reference to the relevant Swap Notional Amount. In relation to the Class A Notes, the Swap Fixed Rate is agreed between the Issuer and the Swap Counterparty on or before the Closing Date and defined and disclosed under the Swap Confirmation forming part of the Swap Agreement.*

**Floating amounts**

*Under the Swap Agreement, on each Payment Date, the Swap Counterparty shall pay the Issuer the Swap Floating Amount, calculated by reference to the relevant Swap Notional Amount. Subject to any Swap Rate Modification as described below, the Swap Floating Amount is calculated by reference to the EURIBOR Reference Rate that applies in respect of the Class A Notes, as determined under Condition 6(c) (Interest provisions) of the Class A Notes. (...)>>.*

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:

- A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario’s it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable.
- Risk Factors section of the prospectus to check that no statements refer to the risks of “unhedged positions”. This is based on the legal requirement to disclose any relevant information to investors. If the originator or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section.
- The “pre-sale” report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks.

In the case of this Transaction, and also based on the analysis above, we note the following elements:

- the Class A Notes have a floating rate of interest
- the Class B Notes have a fixed rate of interest
- interest payable by Borrowers on the Loans is calculated on the basis of a fixed interest rate (see Contracts Eligibility Criteria, §(e): <<(e) each Auto Loan Contract requires the payment of Instalments on a monthly basis and the amount of the Instalments has been determined using its *fixed interest rate*>>).

In the light of the above, we note that the potential mismatch of interest rates for the Class A Notes is hedged through the Swap Agreement.

See also the definition of “Swap Notional Amount”:

<<“**Swap Notional Amount**” means:

- the Class A Notes Principal Outstanding Amount; and
- on the Final Maturity Date, zero.

For determining the Swap Floating Amount and the Swap Fixed Amount due and payable on a Payment Date, the relevant Swap Notional Amount will refer to the Class A Notes Principal Outstanding Amount at the immediately preceding Payment Date after all payments have been made.>>.

35

**STS Criteria**

35. Currency risks arising from the securitisation shall be appropriately mitigated.

**Verified?****YES****PCS Comments**

We note that since both the Auto Loan Receivables and the Notes are denominated in Euros, there is no currency risk.

	See item §(d) of the Receivables Eligibility Criteria: <<(d) each Auto Loan Receivable is, as at the relevant Selection Date, denominated in euro and payable in euro and in France;>>. In the absence of any currency mismatch, no currency hedging is necessary.	
36	<b>STS Criteria</b> 36. Any measures taken to that effect shall be disclosed.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See points 34 and 35 above.	
<p><b>Article 21.2.</b> 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.</p>		
37	<b>STS Criteria</b> 37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the following covenant, in "THE ISSUER": <<Restrictions on activities The Issuer will observe certain restrictions on its activities. Pursuant to the Issuer Regulations the Issuer shall not: (...) (i) <u>enter into any derivative agreement (including credit default swap) other than the Swap Agreement;</u> >>. The covenant above is indeed contained in Clause 8 of the Issuer Regulations. This requirement relates to the current structure of the transaction and to the future possibility that the relevant issuer enters into derivatives. PCS has noticed the current absence of derivatives (other than under the Swap Agreement) and the presence of specific covenants addressing this requirement.	
38	<b>STS Criteria</b> 38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Receivables Eligibility Criteria, where it is stated that:	

<<(r) each Auto Loan Receivable is not a derivative or a securitisation position as defined in Article 2(19) of the EU Securitisation Regulation;>>.

See also the definition of "Authorised Investments", where it is specified that:

<<(d) the Issuer Available Cash shall never be invested in any asset-backed securities, credit-linked notes, swaps or other derivatives instruments, synthetic securities or similar claims;>>.

39	<b>STS Criteria</b>	Verified? YES
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	<b>PCS Comments</b>	
	The Swap Agreement is entered into in accordance with the 2002 ISDA Master Agreement (see definition of Swap Agreement). PCS has reviewed the relevant documentation and it is prepared to consider this point verified.	

**Article 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.

40	<b>STS Criteria</b>	Verified? YES
	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.	
	<b>PCS Comments</b>	
	As for assets: • see "Contracts Eligibility Criteria", §(e) requiring that: <<(e) each Auto Loan Contract requires the payment of Instalments on a monthly basis and the amount of the Instalments has been determined using its fixed interest rate;>>.	
	As for liabilities: • the Class A Notes bear a floating and Euribor based interest rate (see definition of " <b>Class A Notes Interest Rate</b> " and Clause 6.3(a)(i) of the Terms and Conditions of the Notes). • the Class B Notes will bear a fixed interest rate (see definition of " <b>Class B Notes Interest Rate</b> " and Clause 6.3(a)(ii) of the Terms and Conditions of the Notes). • the Class C Notes will bear a fixed interest rate (see definition of " <b>Class C Notes Interest Rate</b> " and Clause 6.3(a)(iii) of the Terms and Conditions of the Notes). The Terms and Conditions of the Notes are included as Schedule 1 of the Issuer Regulations. Based on the above, PCS is prepared to verify that this criterion is satisfied.	

<b>Article 21.4.</b> 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.		
<b>41</b>	<p><b><u>STS Criteria</u></b></p> <p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	<b>Verified?</b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See the Priority of Payments, as set out in Section "SOURCES OF FUNDS TO PAY THE RATED NOTES, CASHFLOWS, CALCULATIONS, DISTRIBUTIONS AND PRIORITY OF PAYMENTS - Priority of Payments during the Accelerated Amortisation Period", which does not contemplate entrancements of amounts in the post acceleration period.</p> <p>See also the following statement in Section "OPERATION OF THE ISSUER - Accelerated Amortisation Period - General":</p> <p><i>&lt;&lt;Upon the occurrence of an Accelerated Amortisation Event, (i) the Revolving Period or, as the case may be, the Amortisation Period, will automatically terminate and the Accelerated Amortisation Period will commence and (ii) pursuant to the Issuer Regulations, no amount of cash shall be trapped in the Issuer Accounts.&gt;&gt;.</i></p> <p>On this basis PCS is satisfied that this requirement is met.</p>	
<b>42</b>	<p><b><u>STS Criteria</u></b></p> <p>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;</p>	<b>Verified?</b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>The PoP during the Accelerated Amortisation Period provides a sequential amortisation.</p> <p>On this basis PCS is prepared to verify this requirement.</p>	
<b>43</b>	<p><b><u>STS Criteria</u></b></p> <p>43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p>	<b>Verified?</b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p>	

	See comments to point 42 above. Payments in respect of the Notes are made sequentially both in a pre and post trigger scenario: see “Application of available funds and Priority of Payments” and the priorities of payments applicable during the Amortisation Period or, respectively, the Accelerated Amortisation Period and on the Issuer Liquidation Date.	
44	<b>STS Criteria</b> 44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> The liquidation of the underlying exposures is not subject to any automatic mechanism, but takes place when decided by the Management Company upon certain liquidation events: See in particular the provisions regulating the effects of a liquidation of the Issuer, as described in Section “LIQUIDATION AND DISSOLUTION OF THE ISSUER”, and the subsection “Sale and transfer of all Purchased Receivables” regulating the disposal of the Portfolio by the Management Company upon liquidation of the Issuer.	

**Article 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.

45	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment. This is not the case in this transaction since payments in respect of the Notes are made sequentially both in a pre and post trigger scenario: see “Application of Funds”. Therefore, the above requirement is satisfied.	

**Article 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).

46	<b>STS Criteria</b>	<b>Verified?</b>
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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:

(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;

YES

#### **PCS Comments**

See the following:

#### **<<Suspension of purchase of Additional Receivables**

*To the extent that no Purchase Shortfall Event has occurred, the Seller has full discretion to sell or not to sell Additional Receivables to the Issuer on any Subsequent Purchase Date. The occurrence of a Purchase Shortfall Event will constitute an Amortisation Event triggering the Amortisation Period.>>.*

See also the following definition:

<<“**Amortisation Event**” means the occurrence of any of the following events during the Revolving Period:

(a) a Purchase Shortfall Event occurs;

(b) a Seller Event of Default occurs;

(c) a Servicer Termination Event occurs;

(d) the Average Delinquency Ratio exceeds 4%;

(e) any debit to the Class C Principal Deficiency Sub-Ledger remains after application of the Interest Priority of Payment (provided that such event will be deemed to have occurred on the corresponding Calculation Date);

(f) the credit rating of the Swap Counterparty (i) is below the Swap Counterparty Required Ratings and (ii) such Swap Counterparty is not replaced or guaranteed by a third party with the Swap Counterparty Required Ratings in accordance with the provisions of the Swap Agreement or otherwise fails to post Swap Collateral in accordance the provisions of the Swap Agreement; or

(g) the Cumulative Gross Loss Ratio exceeds 2%.>>.

Particularly, in respect of events triggering upon the deterioration in the credit quality of the underlying exposures, see item in limb (d) above (Average Delinquency Ratio) and limb (g) (Cumulative Gross Loss Ratio).

See also the following definitions:

<<“**Average Delinquency Ratio**” means, on any Calculation Date, the arithmetic mean of the last three (3) (available) Delinquency Ratios (including the Delinquency Ratio calculated on such Calculation Date). If less than three (3) Delinquency Ratios are available, the Average Delinquency Ratio will be the arithmetic mean of the available Delinquency Ratios.>>

<<“**Delinquency Ratio**” means, on any Calculation Date, the ratio between:

(a) the aggregate Effective Outstanding Balance and the aggregate Arrears Amounts of all Delinquent Receivables; and



(b) the aggregate Effective Outstanding Balance of all Performing Auto Loan Contracts,  
in both cases under (a) and (b) above, at the Determination Date corresponding to such Calculation Date, it being noted that the Determination Date for the purposes of identifying the first Calculation Date shall be the First Selection Date.>>

<<"Cumulative Gross Loss Ratio" means, on any Calculation Date, the ratio (expressed as a percentage) of:

(a) the sum of (i) the aggregate Principal Deficiency Monthly Amounts and (ii) the aggregate Unpaid Balances for all Collection Periods prior to such Calculation Date;  
divided by

(b) the sum of (i) aggregate Principal Component Purchase Price of all the Purchased Receivables purchased by the Issuer on the Closing Date and (ii) the aggregate Principal Component Purchase Price of all Purchased Receivables purchased by the Issuer on all the Subsequent Purchase Dates falling in the calendar months preceding such Calculation Date.>>.

47

**STS Criteria**

47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;

**Verified?****YES****PCS Comments**

See the definition of Amortisation Above and, with reference to the Seller (and originator) and the Servicer, see the two following definitions of "Seller Event of Default" and "Servicer Termination Event":

<<"Seller Event of Default" means the occurrence of any of the following events:

(a) the Seller becomes Insolvent;

(b) in respect of the breach of a monetary obligation pursuant to any Transaction Document to which it is a party, the Seller has not remedied such breach in a satisfactory manner within five (5) Business Days after notification in writing to the Seller by the Management Company;

(c) any breach by the Seller of any of its obligations (other than a payment obligation), representations, warranties or undertakings made or given by the Seller in any Transaction Documents to which it is a party (other than the Receivables Warranties) or any such representation, warranty or undertaking (other than the Receivables Warranties) ceases to be accurate or is false or incorrect (when made or repeated) or has been breached and, where such false or incorrect representation or warranty or breached undertaking can be corrected or remedied by the Seller, is not corrected or remedied by the Seller within:

(i) thirty (30) Business Days; or

(ii) sixty (60) calendar days if the breach is due to force majeure or technical reasons,

after the earlier of (1) the date on which it is aware of such misrepresentation or such breach and (2) receipt of notification in writing to the Seller by the Management Company to remedy such false or incorrect representation or warranty or breached non-monetary obligation or undertaking and such misrepresentation or such breach is, in the opinion of the Management Company, of a kind which may result in the ratings of the Rated Notes being placed on "negative outlook" or as the case may be on "rating watch negative" or on "review for possible downgrade" or a withdrawal or downgrade of their current rating.>>

<<"Servicer Termination Event" means the occurrence of any of the following events:

(a) the Servicer becomes Insolvent;

(b) in respect of the breach of a monetary obligation pursuant to any Transaction Document to which it is a party, the Servicer has not remedied such breach in a satisfactory manner within five (5) Business Days after notification in writing to the Servicer by the Management Company;

(c) the Servicer fails to deliver the Monthly Servicer Report on the fifth (5th) Business Day before a Payment Date and such failure is not remedied before the fifth (5th) Business Day falling before the immediately following Payment Date; or

(d) any breach by the Servicer of any of its obligations (other than a payment obligation), representations, warranties or undertakings made or given by the Servicer in any Transaction Documents to which it is a party or any such representation, warranty or undertaking ceases to be accurate or is false or incorrect (when made or repeated) or has been breached and, where such false or incorrect representation or warranty or breached undertaking can be corrected or remedied by the Servicer, is not corrected or remedied by the Seller within:

(i) thirty (30) Business Days; or

(ii) sixty (60) calendar days if the breach is due to force majeure or technical reasons,

after the earlier of (1) the date on which it is aware of such misrepresentation or such breach and (2) receipt of notification in writing to the Servicer by the Management Company to remedy such false or incorrect representation or warranty or breached non-monetary obligation or undertaking and such misrepresentation or such breach is, in the opinion of the Management Company, of a kind which may result in the ratings of the Rated Notes being placed on "negative outlook" or as the case may be on "rating watch negative" or on "review for possible downgrade" or a withdrawal or downgrade of their current rating.>>.

48

**STS Criteria**

48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);

**Verified?****YES****PCS Comments**

See the definition of Amortisation Event, limb (e):

<<(e) any debit to the Class C Principal Deficiency Sub-Ledger remains after application of the Interest Priority of Payment (provided that such event will be deemed to have occurred on the corresponding Calculation Date);>>, where

<<"Class C Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger established on behalf of the Issuer by the Management Company in respect of the Class C Notes in order to record the operations described in "SOURCES OF FUNDS TO PAY THE RATED NOTES, CASHFLOWS, CALCULATIONS, DISTRIBUTIONS AND PRIORITY OF PAYMENTS - Principal Deficiency Ledger - Records of amounts on the Principal Deficiency Sub-Ledgers".>>.

See also the limb (a) (Purchase Shortfall Event having occurred) of the same definition of Amortisation Event, where:

<<"Purchase Shortfall Event" means, on any Calculation Date, an event which occurs when on three (3) successive Purchase Dates, the aggregate Outstanding Balance of the Performing Receivables (after taking into account the Additional Receivables offered by the Seller to be purchased on such Purchase Date and excluding any Reassigned Receivables to be reassigned to or repurchased by the Seller on the Payment Date immediately following such Purchase Date) is less than or equal to ninety (90) per cent. of the aggregate of the Initial Principal Amount of the Notes. The Purchase Shortfall Event will be then deemed to have occurred on the Calculation Date falling on the calendar month immediately following such third Purchase Date.>>.

49

**STS Criteria**

49. (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 Comments**

See limb (a) (Purchase Shortfall Event having occurred) of the definition of Amortisation Event, where:

<<“**Purchase Shortfall Event**” means, on any Calculation Date, an event which occurs when on three (3) successive Purchase Dates, the aggregate Outstanding Balance of the Performing Receivables (after taking into account the Additional Receivables offered by the Seller to be purchased on such Purchase Date and excluding any Reassigned Receivables to be reassigned to or repurchased by the Seller on the Payment Date immediately following such Purchase Date) is less than or equal to ninety (90) per cent. of the aggregate of the Initial Principal Amount of the Notes. The Purchase Shortfall Event will be then deemed to have occurred on the Calculation Date falling on the calendar month immediately following such third Purchase Date.>>.

**Article 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.

<b>50</b>	<p><b>STS Criteria</b></p> <p>50. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>For the <u>Servicer</u>, see “THE TRANSACTION PARTIES – The Servicer”.</p> <p>For the <u>Management Company</u> (that performs the fiduciary activities of the “trustee”) see “THE TRANSACTION PARTIES – The Management Company”.</p> <p>For <u>other ancillary service providers</u>, see the relevant descriptions contained in “THE TRANSACTION PARTIES” and the relevant sub-sections and in the Transaction Documents.</p>	
<b>51</b>	<p><b>STS Criteria</b></p> <p>51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See “Duties of the Management Company”:</p> <p>&lt;&lt;Pursuant to the Issuer Regulations, the Management Company shall: (...)</p> <p>(d) <i>determine, on the basis of the information available or provided to it, the occurrence of: (...)</i></p> <p>(ii) <u>a Servicer Termination Event and, upon the occurrence of a Servicer Termination Event, replace the Servicer, in accordance with the applicable laws and regulations and the provisions of the Master Servicing Agreement: (...)&gt;&gt;.</u></p> <p>See also “SERVICING OF THE PURCHASED RECEIVABLES - Servicer Termination Events”:</p>	

<<CREDIPAR in its capacity as Servicer has undertaken not to request the termination of the Master Servicing Agreement, so that the administration, the recovery and the collection of the Purchased Receivables will be carried out and continued by the Servicer until the Issuer Liquidation Date.

The Management Company may terminate the appointment of the Servicer following the occurrence of a Servicer Termination Event.

Within thirty (30) calendar days of the occurrence of a Servicer Termination Event, the Management Company shall appoint a Substitute Servicer. The termination of the appointment of the Servicer will become effective as soon as the Substitute Servicer being appointed has effectively started to carry out its duties.

The application of the above provisions shall be subject the following conditions precedent:

- (i) the substitution is made in accordance with the legislative and regulatory conditions applicable at the time of such substitution (in particular any data protection regulations);
- (ii) the Substitute Servicer takes over and is able to perform all the obligations, rights and prerogatives of the initial servicer in respect of the servicing, recovery and collections of the Purchased Receivables;
- (iii) the Rating Agencies have received prior notice of such substitution; and
- (iv) the substitution, in the reasonable opinion of the Management Company, is in the interests of the Noteholders.

Upon termination of the appointment of the Servicer pursuant to the Master Servicing Agreement (or from the occurrence of a Servicer Termination Event if necessary, in the opinion of the Management Company, to protect the interests of the Issuer and the Noteholders), and subject to the receipt from the Data Protection Agent of the Decryption Key in accordance with the terms of the Data Protection Agreement, the Management Company will (or will instruct any Substitute Servicer or any third party appointed by it) to (i) notify the Borrowers of the assignment of the relevant Purchased Receivables to the Issuer and (ii) instruct the Borrowers to pay any amount owed under the Purchased Receivables into the General Collection Account or any account specified by the Management Company (or the relevant third party or Substitute Servicer) in the notification. In this respect, if a Borrower pays by direct debit, the Management Company will (or will instruct any Substitute Servicer or any third party appointed by it to) ensure that such Borrower signs a new direct debit authorisation in favour of the Management Company or the Substitute Servicer or the relevant third party appointed by the Management Company. The notification shall state that the relevant Borrower can only discharge its payment obligations under the relevant contract by paying the due amounts into the account specified by the Management Company (or the relevant third party or Substitute Servicer) in the notification. Such notification shall be made substantially in the applicable form set out in the Master Servicing Agreement.>>.

52

**STS Criteria**

52. (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 Comments**

As for the Swap Counterparty, see "THE SWAP AGREEMENT - Termination of the interest rate hedge" for the relevant triggers and other replacement provisions. In particular, it is provided that <<(...) Upon early termination of the Swap Agreement, endeavours will be made by the Management Company on behalf of the Issuer to execute a replacement swap agreement with an acceptable counterparty having the Swap Counterparty Required Ratings. >>

As for the Account Bank, see "Replacement of the Account Bank":

<< Pursuant to the Account Bank Agreement if at any time (i) the Account Bank breaches any of its obligations thereunder or is permanently unable to perform its duties as Account Bank for any reason; or (ii) at any time the Account Bank ceases to have the Account Bank Required Ratings; or (iii) if BNP Paribas (acting through its Securities Services business) ceases to act as Custodian, then the Management Company shall, by prior written notice to the Account Bank (not less than sixty (60) calendar days before (1) any due date for payment in respect of the Notes and (2) where applicable, the end of the notice period provided for under the Custodian Agreement) (unless, in relation to (ii) only, the Management Company can find an irrevocable

and unconditional guarantor having the Account Bank Required Ratings), terminate the appointment of the Account Bank and appoint a new account bank having the Account Bank Required Ratings.

Such termination shall not become effective unless the appointment of the new account bank has become effective and provided that: (...)>>.

No liquidity provider is contemplated for this transaction. Liquidity and credit support is provided by the capital structure and the General Reserve.

**Article 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.

<b>53</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	
	<b>PCS Comments</b>	
	See section "UNDERWRITING PROCEDURES AND SERVICING PROCEDURES - General information": <<CREDIPAR was established in 1979 and has <u>more than 40 years' experience in originating and servicing auto loans and leases contracts both for commercial and retail clients.</u> >>. See also "RISK FACTORS RELATING TO CERTAIN LEGAL OR COMMERCIAL CONSIDERATIONS - 4.12 Substitution of the Servicer" <<The ability of the Issuer to meet its obligations under the Rated Notes will depend on the performance of duties of the Servicer. CREDIPAR has been appointed as Servicer by the Management Company to manage, collect and administer the Purchased Receivables pursuant to the Master Servicing Agreement. <u>No back-up servicer has been appointed in relation to the Issuer and there is no assurance that any Substitute Servicer with sufficient experience of administering the Purchased Receivables could be found which would be willing and able to act for the Issuer to service the Purchased Receivables on the terms of the Master Servicing Agreement. The ability of any Substitute Servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment.</u> >>. It is noted that, in case of replacement of the Servicer, the Substitute Servicer may not necessarily meet this and other STS requirements, given the absence of any specific covenant to make sure that this is the case. However, on closing, this requirement is met by the existing servicer, as confirmed in the R&W above.	

<b>54</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	<b>PCS Comments</b>	
	The Servicer is a French entity licensed as a credit institution ( <i>établissement de crédit</i> ) – see "DESCRIPTION OF BANQUE STELLANTIS FRANCE GROUP AND CREDIPAR". As such, given that it is subject to prudential and capital regulation and supervision in France, pursuant to the EBA guidelines, paragraph 72(a), it should be considered to have well documented and adequate policies, procedures and risk management controls relating to servicing of exposures.	

A summary of the servicing policies is contained in the Section "UNDERWRITING PROCEDURES AND SERVICING PROCEDURES".

**Article 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

55	<b>STS Criteria</b>	Verified? YES
	55. 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.	
	<b>PCS Comments</b>	
	See point 54 above.	
	See Section "UNDERWRITING PROCEDURES AND SERVICING PROCEDURES".	
	PCS has reviewed the relevant documents to satisfy itself that these requirements are met.	

**Article 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.

56	<b>STS Criteria</b>	Verified? YES
	56. The transaction documentation shall clearly specify the priorities of payment,	
	<b>PCS Comments</b>	
	See section "SOURCES OF FUNDS TO PAY THE RATED NOTES, CASHFLOWS, CALCULATIONS, DISTRIBUTIONS AND PRIORITY OF PAYMENTS – Priority of Payments" and the PoPs applicable pre and post acceleration.	
	PCS has reviewed the relevant documents to satisfy itself that this requirement is met.	
57	<b>STS Criteria</b>	Verified? YES
	57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	
	<b>PCS Comments</b>	
	The priority of payments is changed at the end of the Amortisation Period and/or following the occurrence of an Amortisation Event or of an Accelerated Amortisation Event.	
	See below the definitions of Accelerated Amortisation Period and Accelerated Amortisation Event:	
	<<" <b>Accelerated Amortisation Event</b> " means the circumstance where the Issuer defaults in the payment of any interest on the Most Senior Class of Notes when the same becomes due and payable and such default continues for a period of five (5) Business Days.>>	

	<p>&lt;&lt;“<b>Accelerated Amortisation Period</b>” means the period:</p> <p>(a) beginning on the earlier of:</p> <p>(i) the date (included) on which an Accelerated Amortisation Event occurs; and</p> <p>(ii) the date (included) on which the Management Company delivers an Issuer Liquidation Notice;</p> <p>(b) ending on (and including) the earliest to occur of:</p> <p>(i) the Issuer Liquidation Date (included);</p> <p>(ii) the date (included) on which the Principal Outstanding Amount of the Notes of all Classes is equal to zero; and</p> <p>(iii) the Final Maturity Date (included).&gt;&gt;</p> <p>For the definition of Amortisation Event see comments to point 46 above.</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>	
58	<p><b>STS Criteria</b></p> <p>58. The transaction documentation shall clearly specify the obligation to report such events.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See “13 NOTICE TO THE NOTEHOLDERS – 13.1 Valid notices and date of publications”, where it is stated that:</p> <p>&lt;&lt;(e) Upon the occurrence of:</p> <p>(i) the end of the Revolving Period other than due to the occurrence of the Scheduled Revolving Period End Date; or</p> <p>(ii) an Accelerated Amortisation Event,</p> <p><i>notification will be given by (i) the Management Company, acting on behalf of the Issuer, to the Rating Agencies and the Noteholders through the Monthly Management Report and (ii) the Reporting Entity, without delay, through a Significant Event Report, in accordance with Article 7(1)(g) of the EU Securitisation Regulation.&gt;&gt;.</i></p> <p>This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>PCS notices that there’s a covenant on the part of the Management Company to comply in the future with this requirement, contained in the Prospectus.</p>	
59	<p><b>STS Criteria</b></p> <p>59. 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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the following definition:</p> <p>&lt;&lt;“<b>Significant Securitisation Event</b>” means the occurrence of any of the following events: (...)</p>	

(b) a change in the structural features of the Securitisation Transaction that can materially impact the performance of the Securitisation Transaction in accordance with paragraph (g)(ii) of Article 7(1) of the EU Securitisation Regulation; (...)

(f) any material amendments to the documents made available in accordance with "GENERAL INFORMATION – Availability of documents";>>.

See also the following statement in "EU SECURITISATION REGULATION COMPLIANCE":

<<**Significant Event Report**

*In accordance with Article 7(1)(g) of the EU Securitisation Regulation, the Reporting Entity shall make available, without delay, to Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, any Significant Securitisation Event in the form of the Significant Event Report.>>*

PCS notices the existence of the required covenants in the Prospectus.

**Article 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.

**60** **STS Criteria**

60. 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 Comments**

See "TERMS AND CONDITIONS OF THE RATED NOTES – 11. MEETING OF NOTEHOLDERS". See in particular:

(a) the method for calling meetings: subsection "11.2 General Meetings of the Noteholders of each Class".

(b) the maximum timeframe for setting up a meeting: "11.2 General Meetings of the Noteholders of each Class":

*<<(…) if, following a requisition from Noteholders of any Class of Rated Notes, such General Meeting has not been convened within thirty (30) calendar days after such requisition, the Noteholders of each Class may commission one of their members to petition a competent court in Paris to appoint an agent (mandataire) who will call the General Meeting.*

*Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 13 (Notice to the Noteholders):*

*(i) at least thirty (30) clear days (and no more than sixty (60) clear days) (exclusive of the day on which the notice is given and of the day of the meeting) prior to the date of an initial General Meeting (exclusive of the day on which the notice is given and of the day of the meeting);*

*(ii) at least ten (10) clear days (exclusive of the day on which the notice is given and of the day of the meeting), in case of a second convocation, prior to the date of the reconvened General Meeting if adjourned through want of quorum (and no more than twenty (20) clear days in the case of an initial adjournment of a meeting at which an Extraordinary Resolution is to be proposed).*

*Each Noteholder of each Class has the right to participate in a General Meeting in person, by proxy, by correspondence or by videoconference or by any other means of telecommunication allowing the identification of participating Noteholders of each Class.>>.*



(c) the required quorum: see “**Powers of the General Meetings of the Noteholders of each Class**”, sub §(C) and (D):

<<(c) **Ordinary Resolutions**

(i) *Quorum*

*The quorum at any General Meeting of Noteholders of any Class or Classes of Rated Notes for passing an Ordinary Resolution will be one or more persons holding or representing not less than twenty-five (25) per cent. of the aggregate Principal Outstanding Amount of such Class or Classes of Rated Notes, or, at any adjourned meeting, one or more persons being or representing a Noteholder of the relevant Class or Classes, whatever the aggregate Principal Outstanding Amount of the Rated Notes of such Class or Classes held or represented by it or them.>>*

<<(d) **Extraordinary Resolutions**

(i) *Quorum*

*(1) The quorum at any General Meeting of Noteholders of any Class or Classes of Rated Notes for passing an Extraordinary Resolution (other than in respect of a Basic Terms Modification) will be one or more persons holding or representing not less than fifty (50) per cent. of the aggregate Principal Outstanding Amount of such Class or Classes of Rated Notes, or, at any adjourned meeting, one or more persons holding or representing not less than twenty-five (25) per cent. of the aggregate Principal Outstanding Amount of the Rated Notes of such Class or Classes.*

*(2) The quorum at any General Meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution to sanction a Basic Terms Modification shall be one or more persons holding or representing not less than seventy-five (75) per cent. of the aggregate Principal Outstanding Amount of such Class or Classes of Rated Notes or, at any adjourned meeting, not less than fifty (50) per cent. of the Principal Outstanding Amount of the relevant Class or Classes of Rated Notes. (...)>>.*

(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision:

See provisions in Clause 11.3 of the Issuer Regulations, sub §(c) “*Ordinary Resolutions - (ii) Required majority*” and §(d) “*Extraordinary Resolutions - (ii) Required majority*”.

(e) where applicable, a location for the meetings which should be in the EU: The location shall be in France:

See provisions in Clause 11.3 of the Issuer Regulations: “(a) *Convening of General Meeting*”: <<(…) *General Meetings of Noteholders shall be held in France.* (...)>>.

Although the wording of the STS 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 satisfied.

**Article 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.

<b>61</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>	
<p><b>PCS Comments</b></p> <p>The Management Company is the entity that is responsible of fiduciary duties to investors in this transaction.</p> <p>See the section of Prospectus headed “THE TRANSACTION PARTIES – The Management Company” – “Duties of the Management Company” and the relevant provisions in Clause 11.1 (<i>Duties of the Management Company</i>) of the Issuer Regulations.</p>		

**Article 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.

<b>62</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	62. 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,	
<b>PCS Comments</b>		
See section "HISTORICAL INFORMATION DATA":		
<<HISTORICAL INFORMATION DATA		
<i>Historical performance data presented hereafter is relative to <u>the entire portfolio of auto loans granted by the Seller to Borrowers in order to finance the purchase of Cars for the periods and as at the dates stated therein</u>. The tables below were prepared by the Seller based on its internal records. There can be no assurance that the performance of the Purchased Receivables assigned on the Closing Date and on each Subsequent Purchase Date will be similar to the historical performance data set out below.</i>		
<i>The default and recoveries data displayed below, shows cumulative gross losses in relation to defaulted receivables and related recoveries, for the total portfolio and each sub portfolio of auto loans originated in a particular quarter (Standard Loans and Balloon Loans financing New Cars and Used Cars to individuals for private purposes, excluding employees of Credipar), expressed as a percentage of the original principal balance of that portfolio. (...)&gt;&gt;.</i>		
<b>63</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
<b>PCS Comments</b>		
See statements in this respect contained in the sections mentioned in comments to point 62 above.		
<b>64</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	64. Those data shall cover a period no shorter than five years.	
<b>PCS Comments</b>		
See statements in this respect contained in the sections mentioned in comments to point 62 above.		

**Article 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.

65	<p><b>STS Criteria</b></p> <p>65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the statement in "STATISTICAL INFORMATION RELATING TO THE PORTFOLIO OF AUTO LOAN RECEIVABLES".</p> <p><i>&lt;&lt;Article 22(2) of the EU Securitisation Regulation requires that: "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.". On 12 December 2018 the European Banking Authority issued guidance on the STS criteria for non-ABCP securitisation stating that, for the purposes of Article 22(2) of the EU Securitisation Regulation, <u>confirmation that this verification has occurred should be included in the offering circular or in the transaction documentation and that the confirmation that the verification has occurred should indicate which parameters have been subject to the verification and the criteria that have been applied for determining the representative sample.</u></i></p> <p><i>Accordingly, an independent third party has performed agreed-upon procedures on a statistical sample randomly selected out of CREDIPAR's eligible auto loan receivables (in existence on 8 November 2023) for the Securitisation Transaction. The size of the sample has been determined on the basis of a confidence level of 98% and a maximum error rate of 1% The procedures tested certain Eligibility Criteria as well as the consistency of data as recorded in the systems of CREDIPAR with the data as provided for in the underlying Auto Loan Contracts. The portfolio agreed-upon procedures include the review of 24 loan characteristics, which include but were not limited to the contract identification number, the loan type, the vehicle type, the payment frequency, the original term, the instalments, the Outstanding Balance, the Contractual Interest Rate, the vehicle brand and the vehicle model. This independent third party has also performed agreed-upon procedures in order to re-calculate the stratification tables disclosed in this section and to verify eligibility criteria that are able to be tested. The third party undertaking the review has reported the factual findings to the parties to the engagement letter. <u>CREDIPAR has reviewed the reports of such independent third party and has not identified any adverse findings following such verification exercise.</u> The third party undertaking the review only accepts a duty of care to the parties to the engagement letters governing the performance of the agreed-upon procedures and to the fullest extent permitted by law shall have no responsibility to anyone else in respect of the work it has performed or the reports it has produced save where terms are expressly agreed.</i></p> <p><i><u>CREDIPAR has caused the verification required under Article 22(2) of the EU Securitisation Regulation to be carried out by an appropriate and independent third party, including verification that the stratification tables in respect of the receivables set out in this section are accurate.&gt;&gt;</u></i></p> <p>As for the nature of "appropriate and independent party" of the entity executing the relevant verification, PCS has obtained sufficient ground to assess that the relevant entity meets the requirements set out in §79 of the EBA Guidelines.</p> <p>PCS has reviewed the preliminary results of the verification exercise made by the "appropriate and independent party", including the analysis of the "agreed upon procedures" (AUP) commonly known as a "pool audit", which confirm no significant adverse findings.</p>	
66	<p><b>STS Criteria</b></p> <p>66. Including verification that the data disclosed in respect of the underlying exposures is accurate.</p>	<p><b>Verified?</b> <b>YES</b></p>

**PCS Comments**

See the statement mentioned in comments to point 65 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 “independent party” 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 Seller in the Prospectus and the statement, in respect of the third party performing the external verification, that:

<< (...) CREDIPAR has reviewed the reports of such independent third party and has not identified any adverse findings following such verification exercise.>>.

**Article 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.

**67 STS Criteria**

67. 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 Comments**

See statement in “EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation - Information available prior to the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation”:

<<Prior to the pricing of the Rated Notes, the Seller has undertaken to make available (i) the draft STS notification to potential investors in accordance with Article 7(1)(d) and Article 22(5) of the EU Securitisation Regulation, (ii) the Static and Dynamic Historical Data to potential investors in accordance with Article 22(1) of the EU Securitisation Regulation, and (iii) the Liability Cash Flow Model to potential investors (and after pricing upon their request) in accordance with Article 22(3) of the EU Securitisation Regulation and (iv) necessary information for the production of an Underlying Exposures Report by the Management Company with a selection of receivables which are representative of the Initial Receivables that will sold to the Issuer on the Closing Date) to potential investors upon their request in accordance with Article 22(5) of the Securitisation. >>.

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 a draft of the model, read a statement in the prospectus that the model will be made available in accordance with the requirements of the criteria and assessed the firm responsible for the model, PCS is prepared to verify this criterion.

<b>68</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p> <p><b>PCS Comments</b></p> <p>See statement in “EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation”: &lt;&lt;Liability Cash Flow Model</p> <p><i>In accordance with Article 22(3) of the EU Securitisation Regulation, the Seller has undertaken to make the Liability Cash Flow Model available to the Noteholders on an ongoing basis and to potential investors upon request.&gt;&gt;.</i></p> <p>It is noted that the above undertaking is set out in §(x) of part C (Covenants of the Seller) of schedule 5 (Representations, warranties, undertakings and covenants of the Seller) to the MPA. In particular, it is covenanted as follows:</p> <p>&lt;&lt;The Seller undertakes as long as there remains any Purchased Receivable outstanding: (...) (x) (ii) until the earlier of the date on which all the Rated Notes have been redeemed in full and the Final Maturity Date, in accordance with Article 22(3) of the EU Securitisation Regulation, to make the Liability Cash Flow Model available to the Noteholders on an ongoing basis and to potential investors upon request; and&gt;&gt;</p> <p>Although technically covering the period between pricing and close, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the relevant originator(s) will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator(s) to comply in the future with this requirement.</p> <p>PCS notes the existence of a covenant in the Prospectus and in the MPA whereby the Seller agreed to make a cash flow model available on an ongoing basis..</p>	

**Article 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.

<b>69</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p> <p>(...) 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.</p> <p><b>PCS Comments</b></p>	

See the following statement in "EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation":

<<Underlying Exposures Report

*In accordance with Article 7(1)(a) of the EU Securitisation Regulation, at least quarterly and no later than one (1) month after the relevant Payment Date, the Reporting Entity shall make available the Underlying Exposures Report to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors.*

*In accordance with Article 22(4) of the EU Securitisation Regulation, the Seller shall provide the Reporting Entity with any available information related to the environmental performance of the Cars to be published in the Underlying Exposures Report.*>>

As to the impacts on sustainability factors, PCS was also informed that no specific publication is envisaged.

**Article 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.

**70** **STS Criteria**

70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.

**Verified?**

**YES**

**PCS Comments**

See the following statement in "EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation":

<<Responsibility

*In accordance with Article 22(5) of the EU Securitisation Regulation and pursuant to the terms of the Master Definitions and Framework Agreement, and notwithstanding the designation of the Issuer, represented by the Management Company, as Reporting Entity, the Seller shall be responsible for the information provided in accordance with Article 7 (Transparency requirements for originators, sponsors and SSPEs) of the EU Securitisation Regulation.*>>

**Article 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.

**71** **STS Criteria**

71. 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 Comments**

Please refer to the covenant set out in §(i) of the EU Securitisation Regulation information undertakings of the Prospectus and in §(x) of part C (Covenants of the Seller) of schedule 5 (Representations, warranties, undertakings and covenants of the Seller) to the MPA, pursuant to which:

<<The Seller undertakes as long as there remains any Purchased Receivable outstanding (...):

(x)(i) prior to the pricing of the Rated Notes, to make available (1) the draft STS notification to potential investors in accordance with Article 7(1)(d) and Article 22(5) of the EU Securitisation Regulation), (2) the Static and Dynamic Historical Data to potential investors in accordance with Article 22(1) of the EU Securitisation Regulation, (3) the Liability Cash Flow Model to potential investors (and after pricing upon their request) in accordance with Article 22(3) of the EU Securitisation Regulation and (4) necessary information for the production of an Underlying Exposures Report by the Management Company with a selection of receivables which are representative of the Initial Receivables that will be sold to the Issuer on the Closing Date to potential investors upon their request in accordance with Article 22(5) of the EU Securitisation Regulation;>>.

72

**STS Criteria**

72. 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 Comments**

Representations of compliance with this provision are contained in section "EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation - Information available prior to the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation":

<<Prior to the pricing of the Rated Notes, the Seller has undertaken to make available (i) the draft STS notification to potential investors in accordance with Article 7(1)(d) and Article 22(5) of the EU Securitisation Regulation), (ii) the Static and Dynamic Historical Data to potential investors in accordance with Article 22(1) of the EU Securitisation Regulation, and (iii) the Liability Cash Flow Model to potential investors (and after pricing upon their request) in accordance with Article 22(3) of the EU Securitisation Regulation and (iv) necessary information for the production of an Underlying Exposures Report by the Management Company with a selection of receivables which are representative of the Initial Receivables that will be sold to the Issuer on the Closing Date) to potential investors upon their request in accordance with Article 22(5) of the Securitisation.

Prior to the pricing of the Rated Notes, the Management Company has undertaken to make available to potential investors and to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation, on the Securitisation Repository Website, (i) the draft version of the documents listed in item 18 of the section "General Information" below in accordance with Article 7(1)(b) and Article 22(5) of the EU Securitisation Regulation and (ii) the Underlying Exposures Report with a selection of receivables which are representative of the Initial Receivables that will be sold to the Issuer on the Closing Date to potential investors upon their request in accordance with Article 22(5) of the EU Securitisation Regulation.>>.

The requirement of providing the information under 7(1)(c) does not apply to this transaction, since the Prospectus is made in compliance with the Prospectus Regulation.



**Article 22.5.** The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.

73

**STS Criteria**

73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.

**Verified?****YES****PCS Comments**

Representations of compliance with this provision are contained in section "GENERAL INFORMATION", where it is stated that:

**<<18 Availability of documents**

*For the purpose of Article 7 (Transparency requirements for originators, sponsors and SSPEs) and Article 22(5) of the EU Securitisation Regulation, the following documents (and any amendments thereto) shall be made available to investors at the latest fifteen (15) days after the Closing Date (or in case of amendments, without undue delay), on the Securitisation Repository Website:*

- (a) *the Issuer Regulations (which include the Conditions of the Notes and the Priority of Payments);*
- (b) *the Custodian's Acceptance Letter;*
- (c) *the Master Purchase Agreement;*
- (d) *the Master Servicing Agreement;*
- (e) *the Specially Dedicated Account Bank Agreement;*
- (f) *the General Reserve Cash Deposit Agreement;*
- (g) *the Data Protection Agreement;*
- (h) *the Swap Agreement;*
- (i) *the Account Bank Agreement;*
- (j) *the Agency Agreement,*
- (k) *the Master Definitions and Framework Agreement;*
- (l) *the notification referred to in Article 27 (STS notification requirements) of the EU Securitisation Regulation; and*
- (m) *electronic versions of this Prospectus and the Activity Reports, the Investor Reports and the Monthly Management Reports shall also be available on the website of the Management Company (www.france-titrisation.fr).>>.*

PCS notes the existence of the required covenant in the Prospectus.

This criterion requires document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS notices that there is a covenant on the part of the Seller to comply with this requirement.

**Article 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;

**74** **STS Criteria**

74. 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 Comments**

Representations of compliance with this provision are contained in section "EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation - Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation"

**<<Underlying Exposures Report**

*In accordance with Article 7(1)(a) of the EU Securitisation Regulation, at least quarterly and no later than one (1) month after the relevant Payment Date, the Reporting Entity shall make available the Underlying Exposures Report to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors.*

*In accordance with Article 22(4) of the EU Securitisation Regulation, the Seller shall provide the Reporting Entity with any available information related to the environmental performance of the Cars to be published in the Underlying Exposures Report.>>.*

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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 guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
  - (iv) the servicing, back-up servicing, administration and cash management agreements;
  - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
  - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

#### 75 **STS Criteria**

75. (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 guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
- (iv) the servicing, back-up servicing, administration and cash management agreements;
- (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
- (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

**Verified?  
YES**

#### **PCS Comments**

Representations of compliance with this provision are contained in section "EU SECURITISATION REGULATION COMPLIANCE - Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation - Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation":

#### **<<Availability of certain documents**

*For the purpose of Article 22(5) and Article 7(1)(b) of the EU Securitisation Regulation, certain documents shall be made available to investors, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, at the latest fifteen days after the Closing Date, as set out in item 18 of the section "General Information" below.>>.*

See also the statement quoted in comments to point 73 above.

PCS has considered the list of documents made available (and as mentioned in comments to point 73 above) as encompassing all the transaction documents that are necessary to regulate the transaction, also on the basis of the draft of Legal Opinion provided.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** That underlying documentation shall include a detailed description of the priority of payments of the securitisation;

<b>76</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;</p> <p><b>PCS Comments</b></p> <p>The PoPs are contained in the Issuer Regulation – Clause 36 (<i>Priorities of Payments</i>).</p> <p>See also the PoP set out in the Prospectus, Section “SOURCES OF FUNDS TO PAY THE RATED NOTES, CASHFLOWS, CALCULATIONS, DISTRIBUTIONS AND PRIORITY OF PAYMENTS”.</p>	

**Article 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;

<b>77</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>77. (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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;</li> <li>(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;</li> </ul>	

(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;

**PCS Comments**

The Prospectus is compliant with the EU Prospectus Regulation (see statement on cover page). This requirement is therefore not applicable.

**Article 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;

**78 STS Criteria**

78. (d) in the case of STS securitisations, the STS notification referred to in Article 27

**Verified?**

**YES**

**PCS Comments**

Please refer to the following statement in the Prospectus:

<<STS statement

*Pursuant to Article 18 (Use of the designation 'simple, transparent and standardised securitisation') of the EU Securitisation Regulation, a number of requirements must be met if an originator and an SSPE (as defined in the EU Securitisation Regulation) wish to use the designation 'STS' or 'simple, transparent and standardised' for securitisation transactions initiated by them.*

*The Seller, as originator, will submit an STS notification to ESMA in accordance with Article 27 (STS notification requirements) of the EU Securitisation Regulation on the Closing Date, pursuant to which compliance with the requirements of Articles 19 to 22 of the EU Securitisation Regulation will be notified with the intention that the Securitisation Transaction is included in the list administered by ESMA within the meaning of Article 27(5) of the EU Securitisation Regulation. The STS notification will be available on the website of ESMA.*

*ESMA is obliged to maintain on its website a list of all securitisations which the originators and sponsors have notified as meeting the requirements of Articles 19 to 22 of the EU Securitisation Regulation in accordance with Article 27(5) of the EU Securitisation Regulation. For this purpose, ESMA has set up a register under [https://registers.esma.europa.eu/publication/searchRegister?core=esma\\_registers\\_stsre](https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre).>>.*

PCS confirms having received a draft of the STS Notification before the date of this checklist.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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.

#### 79 **STS Criteria**

79. (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,
- (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;
- (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 Comments**

See section "Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation"

#### **<<Investor Report**

*In accordance with Article 7(1)(e) of the EU Securitisation Regulation, simultaneously with the publication of the Underlying Exposures Report, the Reporting Entity shall make available the Investor Report to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, which shall contain:*

- (a) *all materially relevant data on the credit quality and performance of the Purchased Receivables;*
- (b) *updated information in relation to the occurrence of any of the rating triggers and non-rating triggers including the occurrence of:*
  - (i) *an Amortisation Event which shall terminate the Revolving Period and shall trigger the commencement of the Amortisation Period;*
  - (ii) *an Accelerated Amortisation Event which shall terminate the Revolving Period or the Amortisation Period, as applicable, and shall trigger the commencement of the Accelerated Amortisation Period and the allocation of the Available Distribution Amount in accordance with the Accelerated Priority of Payments;*
- (c) *updated information in relation to the occurrence of an Issuer Liquidation Event;*
- (d) *updated information in relation to the Principal Deficiency Ledger (including each sub-ledger per each Class of Notes);*
- (e) *updated calculations of the Cumulative Gross Loss Ratio;*

- (f) information on the then current ratings of:
- (i) the Account Bank;
  - (ii) the Specially Dedicated Account Bank;
  - (iii) the Swap Counterparty;
- (g) the replacement of any of the Transaction Parties; and
- (h) information about the risk retained by the Seller, including information as to which of the approaches provided for in Article 6(3) of the EU Securitisation Regulation has been applied, in accordance with Article 6 (Risk retention) of the EU Securitisation Regulation.>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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;

**80** **STS Criteria**

80. (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 Comments**

See section "Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation"

**<<Inside Information Report**

*In accordance with Article 7(1)(f) of the EU Securitisation Regulation, the Reporting Entity shall make available, without delay, to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, any inside information relating to the securitisation established pursuant to the Transaction Documents that the Seller or the Issuer is obliged to make public in accordance with Article 17 (Public disclosure of inside information) of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation, in the form of the Inside Information Report.>>.*

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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.

### 81 **STS Criteria**

81. (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.

**Verified?**  
**YES**

### **PCS Comments**

See section "Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation"

#### **<<Significant Event Report**

*In accordance with Article 7(1)(g) of the EU Securitisation Regulation, the Reporting Entity shall make available, without delay, to Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, any Significant Securitisation Event in the form of the Significant Event Report.>>.*

The following definition is also noted:

*<<"Significant Securitisation Event" means the occurrence of any of the following events:*

- (a) a material breach of the obligations provided for in the documents made available in accordance with "GENERAL INFORMATION – Availability of documents", including any remedy, waiver or consent subsequently provided in relation to such a breach, in accordance with paragraph (g)(i) of Article 7(1) of the EU Securitisation Regulation;*
- (b) a change in the structural features of the Securitisation Transaction that can materially impact the performance of the Securitisation Transaction in accordance with paragraph (g)(ii) of Article 7(1) of the EU Securitisation Regulation;*



- (c) a change in the risk characteristics of the Securitisation Transaction or of the Purchased Receivables that can materially impact the performance of the Securitisation Transaction in accordance with paragraph (g)(iii) of Article 7(1) of the EU Securitisation Regulation;
- (d) the Securitisation Transaction ceases to meet the STS Requirements or where competent authorities have taken remedial or administrative actions in accordance with paragraph (g)(iv) of Article 7(1) of the EU Securitisation Regulation;
- (e) a replacement or substitution of a Transaction Party, in accordance with paragraph (e)(ii) of Article 7(1) of the EU Securitisation Regulation;
- (f) any material amendments to the documents made available in accordance with "GENERAL INFORMATION – Availability of documents";
- (g) an Accelerated Amortisation Event;
- (h) an Amortisation Event;
- (i) an Issuer Liquidation Event.>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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)

<b>82</b>	<p><b>STS Criteria</b></p> <p>82. 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)</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section "Information available after the pricing of the Rated Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation"</p> <p>&lt;&lt;<b>Underlying Exposures Report</b></p> <p><i>In accordance with Article 7(1)(a) of the EU Securitisation Regulation, <u>at least quarterly and no later than one (1) month after the relevant Payment Date</u>, the Reporting Entity shall make available the Underlying Exposures Report to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors (...)&gt;&gt;.</i></p> <p>&lt;&lt;<b>Investor Report</b></p> <p><i>In accordance with Article 7(1)(e) of the EU Securitisation Regulation, <u>simultaneously with the publication of the Underlying Exposures Report</u>, the Reporting Entity shall make available the Investor Report to the Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, which shall contain: (...)&gt;&gt;.</i></p>	

**Article 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.

**83** **STS Criteria**

83. 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 Comments**

See the statements quoted in comments to points 80 and 81 above, referring to providing without delay the relevant information and reports.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 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.

**84** **STS Criteria**

84. 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 Comments**

See section "EU SECURITISATION REGULATION COMPLIANCE", where it is stated that:

<<*Designation of the Reporting Entity*

For the purpose of compliance with Article 7(2) of the EU Securitisation Regulation, the Seller (as originator) and the Issuer (as SSPE), represented by the Management Company, have, in accordance with Article 7(2) of the EU Securitisation Regulation, designated amongst themselves the Issuer, represented by the Management Company, as Reporting Entity to fulfil the information requirements pursuant to paragraphs (a), (b), (d), (e), (f) and (g) of Article 7(1) of the EU Securitisation Regulation.>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

85

**STS Criteria**

85. 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 Comments**

See comments to point 84 above:

- The Issuer (represented by the Management Company) will act as Reporting Entity
- The Securitisation Repository will be:

<<“**Securitisation Repository**” means, as at the date of this Prospectus, EDW and, after the date of Prospectus, any additional or replacement securitisation repository registered with ESMA in accordance with Article 10 (Registration of a securitisation repository) of the EU Securitisation Regulation. The Securitisation Repository has been appointed by the Reporting Entity for the Securitisation Transaction.

“**Securitisation Repository Website**” means the internet website of the Securitisation Repository (<https://www.eurodw.eu>).>>.

It is noted that the Management Company is the entity responsible for reporting on behalf of the Issuer acting as Reporting Entity and that EDW is the Securitisation Repository on closing.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.