

# **STS Term Verification Checklist**

## **BPCE Home Loans FCT 2023**



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

27 October 2023

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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.

**27 October 2023**

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## PRIME COLLATERALISED SECURITIES (PCS) – STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	27 October 2023
<b>The transaction to be verified (the “Transaction”)</b>	<b>BPCE Home Loans FCT 2023</b>
Issuer	BPCE Home Loans FCT 2023
Originators	A number of “Banques Populaires” and “Caisses d’Epargne” (see list in Section “ <b>The Sellers</b> ”)
Joint Lead Manager(s)	Natixis; BOFA Securities Europe S.A.; and UniCredit Bank AG
Transaction Legal Counsel	Orrick Herrington & Sutcliffe (Europe) LLP
Rating Agencies	Fitch and Moody’s
Stock Exchange	Regulated market of Euronext in Paris (Euronext Paris)
Closing Date	27 October 2023

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	
Article 20 – Simplicity			
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/guarantors, 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	✓
Article 21 – Standardisation			
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	✓
Articles 22 and 7 – Transparency			
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 "Assignment of the Home Loans and Ancillary Rights" in the Section "DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS" pursuant to which:

<<The assignment of the Home Loans subject to any Home Loans Purchase Offer shall take effect between the Issuer and the relevant Seller and be enforceable against third parties (for the avoidance of doubt, including, without limitation, the Borrowers) at the date affixed by the Management Company on the relevant Transfer Document upon its delivery by each Seller, irrespective of the date on which the said Home Loans came into existence or their maturity or due date, without any further formalities being required, and irrespective of the law governing the said Home Loans or the debtor's 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 articles L. 214-169 and D. 214-227 of the French Monetary and Financial Code. (...)>>.

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 Orrick Herrington & Sutcliffe (Europe) LLP.

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 from Orrick Herrington & Sutcliffe (Europe) LLP confirmed that the assignment from the Sellers 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 Originators are 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**

Each of the Sellers is incorporated and authorised as a credit institution in France (see section “DESCRIPTION OF THE RELEVANT ENTITIES - THE SELLERS” 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 Sellers or entities of the BPCE Group as original lenders.

See "Home Loan Eligibility Criteria" where it is required that each of the Home Loans is originated as follows:

*<<(a) the Home Loan has been originated in its ordinary course of business by an original lender with an expertise of at least five (5) years in originating exposures of a similar nature as the Home Loan, being either the relevant Seller or any other entity of the BPCE Group which has transferred the Home Loan to the relevant Seller through merger (...)>>.*

It is also noted the following statement contained in Section "OTHER REPRESENTATIONS AND WARRANTIES OF THE SELLERS RELATING TO THE HOME LOANS":

*<<(c) Mergers: in relation to any Home Loan originated by any other entity of the BPCE Group which has transferred the Home Loan to the Seller through merger: (i) such merger was implemented either between two or more caisses d'épargne et de prévoyance regulated by articles L. 512-87 et seq. of the French Monetary and Financial Code or between two or more banques populaires regulated by articles L. 512-2 et seq. of the French Monetary and Financial Code, thus between two or more entities of the BPCE Group applying the Credit Guidelines and Servicing Procedures and in each case geographically close; (ii) accordingly, prior to such merger, such Home Loan had been originated pursuant to the Credit Guidelines and had been managed in accordance with the Servicing Procedures; and (iii) to the best of its knowledge, there is no pending litigation the effects of which could adversely affect the possibility for the transferor to transfer fully, definitively, irrevocably and without the possibility of revocation or nullity, such Home Loan to the relevant Seller through such merger.>>.*

See also Section "CREDIT GUIDELINES AND SERVICING PROCEDURES": *<<The origination and underwriting of Home Loans is performed directly by BPCE Group retail banks and organised on a regional basis around the branch networks of Banques Populaires and Caisses d'Epargne. (...)>>.*

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 "Assignment of the Home Loans and Ancillary Rights" in the Section "DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS" pursuant to which

*<<The assignment of the Home Loans subject to any Home Loans Purchase Offer shall take effect between the Issuer and the relevant Seller and be enforceable against third parties (for the avoidance of doubt, including, without limitation, the Borrowers) at the date affixed by the Management Company on the relevant Transfer Document upon its delivery by each Seller, irrespective of the date on which the said Home Loans came into existence or their maturity or due date, without any further formalities being required, and irrespective of the law governing the said Home Loans or the debtor's 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 articles L. 214-169 and D. 214-227 of the French Monetary and Financial Code. (...)>>.*

See also the R&W of each Seller in the Home Loans Purchase and Servicing Agreement, as described in §(p) of "DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - I. PURCHASE OF THE HOME LOANS - HOME LOAN WARRANTIES", confirming that:

*<<(p) upon execution of each Transfer Document, the Issuer will become the sole creditor and owner of each Home Loan being the subject of that Transfer Document;>>.*

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 relevant SPV is not necessary in order to perfect the transfer of the legal title to such receivables from a seller to an SPV 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 Home Loans Purchase and Servicing 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.

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**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 each Seller in the Home Loans Purchase and Servicing Agreement, as described in §(n) of “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - I. PURCHASE OF THE HOME LOANS - HOME LOAN WARRANTIES”, confirming that:

*<<Pursuant to the Home Loans Purchase and Servicing Agreement, each Seller shall further represent and warrant on the Purchase Date in respect of any Purchased Home Loans originated by it which are to be assigned by that Seller to the Issuer on such date that (together with the representations and warranties set out above in respect of Home Loan Eligibility Criteria, the “Home Loan Warranties”): (...)*

*(n) the relevant Seller has full title to the Home Loans and, as applicable, the related Home Loan Guarantees and Mortgages immediately prior to their assignment and the status and enforceability of neither the Purchased Home Loans nor the related Home Loan Guarantees and Mortgages are subject to, either in whole or in part, any assignment, delegation or pledge, attachment, warranty claims, set-off nor encumbrance of whatever type, in particular any rights of third parties, or otherwise in a condition, that can be foreseen to adversely affect the enforceability of the assignment of the Home Loans or any related Home Loan Guarantees and Mortgages to the Issuer;>>.*

In addition, it is also represented that:

*<<(l) the Home Loan Agreement does not require the relevant Borrower's consent to be obtained before an assignment of the relevant Home Loan and the associated Ancillary Rights to the Issuer can occur;>>*

**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.

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**STS Criteria**

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

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

See “Home Loan Eligibility Criteria” in Overview of the Transaction and in “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS”.

Reference is made to the “Selection Date”, being 16 October 2023, and definition of “Issue Date” being 27 October 2023.

Please see in particular the statement that:

*<<In order for a Home Loan offered for sale to the Issuer on the Purchase Date to meet the Home Loan Eligibility Criteria, the Home Loan must satisfy the following as at the Selection Date or, as the case may be, the relevant date specified below (...)>>.*

The EBA Guidelines clarify that “clear” does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is “clear” when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, “clear” is about certainty of determination.

PCS has read the Home Loan Eligibility Criteria in the Prospectus.

As they are mandatory, they meet the “predetermined” requirement.

	As they are in the Prospectus and in Schedule 3 (HOME LOAN ELIGIBILITY CRITERIA) of the Home Loans Purchase and Servicing Agreement, they meet the “documented” requirement. PCS has also concluded that they allow determination in each case, and so meet the “clear” requirement.	
7	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See “OVERVIEW OF THE TRANSACTION - Re-transfers”, and “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - I. PURCHASE OF THE HOME LOANS - Repurchase of the Purchased Home Loans”. In particular it is stated that: <i>&lt;&lt;(…) re-transfers of Purchased Home Loans by the Issuer shall only occur in the circumstances pre-defined above or in case of liquidation of the Issuer, and in any such case of re-transfer, the Management Company shall not carry out any active management of the portfolio of Purchased Home Loans on a discretionary basis (meaning, (a) a management that would make the performance of the securitisation dependent both on the performance of the Purchased Home Loans and on the performance of the portfolio management of the securitisation or (b) a management performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit).&gt;&gt;.</i> The following provisions are also noted: Clause 9.1 (Option to re-transfer or re-purchase certain Purchased Home Loans) of the Home Loans Purchase and Servicing Agreement and Clause 39 (Repurchase of the Purchased Home Loans) of the Issuer Regulations, which provide that although the transaction contemplates the option (but not the obligation) for the Sellers to repurchase certain Purchased Home Loans which raise management and/or operational issues for such Seller or the corresponding Servicer, such option shall only occur under certain specified conditions and not as a form of active management of the portfolio. 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	<b>STS Criteria</b> 8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> This is not a revolving transaction. Therefore, this criterion is not applicable.	

See "DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS – 1. PURCHASE OF THE HOME LOANS", stating that each Seller may transfer Home Loans to the Issuer on the Purchase Date. The Purchase Date (see relevant definition in Glossary of Defined Terms) coincides with the Issuer Establishment Date, being 27 October 2023 (see relevant definition).

**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.

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**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, in respect of the Provisional Portfolio, the statement contained in section "INFORMATION RELATING TO THE PROVISIONAL PORTFOLIO OF HOME LOANS" – "HOMOGENEITY":

*<<Homogeneity - The provisional portfolio satisfies the homogeneous conditions of Article 1(a), (b), (c) and (d) of the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation (the Homogeneity Commission Delegated Regulation). The Home Loans of the provisional portfolio (i) have been underwritten according to similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the Home Loans and without prejudice to Article 9(1) of the EU Securitisation Regulation (as described in Section "CREDIT GUIDELINES" of this Prospectus) (ii) are serviced according to similar servicing procedures with respect to monitoring, collection and administration of Home Loans (as described in Section "SERVICING PROCEDURES"), (iii) fall within the same asset category, being that of "residential loans secured with one or several mortgages on residential immovable property or residential loans fully guaranteed by an eligible protection provider among those referred to in Article 201(1) of Regulation (EU) No 575/2013 qualifying for the credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that Regulation" and (iv) are homogeneous with reference to the homogeneity factors set forth in article 2(1)(c) of the Homogeneity Commission Delegated Regulation, since, in accordance with the Home Loan Eligibility Criteria (f), the Home Loans were granted to finance the acquisition, renovation, building or refinancing of one (1) sole property located in France, being the main residence (résidence principale) of that Borrower; and therefore "in one jurisdiction only" for the purposes of said article 2(1)(c).>>.*

The definition of "homogeneity" in the Regulation is the subject of a Regulatory Technical Standard ("RTS"). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of "homogeneity" is legally binding on all regulatory authorities.

In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisations and the RTS adopted by the European Commission.

Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered "homogenous" by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.

In the Transaction, the loans were underwritten on a similar basis, they are being serviced by BPCE entities according to similar servicing procedures, they are a single asset class – residential mortgages – and are all originated in the same jurisdiction.

	PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be “homogenous” by a wide consensus of market participants.	
10	<b>STS Criteria</b> 10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - I. PURCHASE OF THE HOME LOANS OVERVIEW OF THE TRANSACTION - HOME LOAN WARRANTIES”, §(h) In particular it is represented as follows: <i>&lt;&lt;(h) each Home Loan Agreement constitutes the legal, valid, binding and enforceable contractual obligations of the relevant Borrower, with full recourse to the relevant Borrower (except that enforceability may be limited by (i) bankruptcy or insolvency of the Borrower or other laws relating to over-indebtedness (surendettement) or enforcement 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 Home Loan Agreements (provided they would not (A) affect the right of the Issuer to purchase the Home Loan as contemplated under the Home Loan Purchase and Servicing Agreement or (B) deprive the Issuer of its rights to receive principal and to receive interest as provided for under the Home Loan);&gt;&gt;.</i>	
11	<b>STS Criteria</b> 11. With full recourse to debtors and, where applicable, guarantors.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the R&W mentioned in comments to point 10 above, containing reference to “full recourse”.	
<b>Article 20.8.</b> 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	<b>STS Criteria</b> 12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Overview of the Transaction, “Home Loan Eligibility Criteria”, §(n). The same point is repeated also in “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS”, sub “Home Loan Eligibility Criteria” §(n). In particular, it is represented as follows: <i>&lt;&lt;(n) the Home Loan is monthly amortising with an instalment consisting of interest and principal over the term of such Home Loan (i.e. no bullet loans and no interest-only loans);&gt;&gt;.</i>	
13	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>

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.

#### **PCS Comments**

See point 12 above.

See the following definitions:

*<<Ancillary Rights means, in respect of any Home Loan:*

- (a) the benefit of any Mortgage and/or any Home Loan Guarantee;*
- (b) any and all present and future claims benefiting to the Sellers under any Insurance Contract relating to the Purchased Home Loans to the extent that such Insurance Contract does not provide for a restriction to the transfer of such claims;*
- (c) the benefit of any other security interest or guarantee or equivalent right attached to the Home Loans (including without limitation, mortgage promises (promesses d'hypothèques), bank account pledges (nantissements de comptes bancaires), securities account pledges (nantissements de comptes titres), personal guarantees (cautions ou autres types de garanties personnelles), life insurance policies), to the extent that the transfer of such security interest, guarantee or equivalent right is not subject to restrictions; and*
- (d) the benefit of any claim or right of action the relevant Seller may have against any notaries (notaires) in relation to any Mortgage or Home Loan.>>*

*<<Assets of the Issuer means the following assets of the Issuer by the Management Company:*

- (a) all Home Loans assigned to the Issuer on the Purchase Date by the Sellers pursuant to the terms of the Home Loans Purchase and Servicing Agreement and which have not been retransferred, or been the subject of a transfer rescission (the Purchased Home Loans) and any Ancillary Rights attached to the Purchased Home Loans;*
- (b) all amounts standing from time to time to the credit of the Issuer Accounts (excluding the Interest Rate Swap Collateral Accounts); and*
- (c) any other rights transferred or attributed to the Issuer under the terms of the Transaction Documents.>>.*

See also the definition of "Available Collections", setting out the origin of the amounts being received in respect of the Purchased Home Loans and related Ancillary Rights:

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

- (a) all cash collections in relation to the Purchased Home Loans and the related Ancillary Rights collected or received by the Servicers (or, as the case may be, the Issuer directly) during such Quarterly Collection Period (excluding for the avoidance of doubt any insurance premium in respect of any Insurance Contracts and Service Fees), including:*
  - (i) interest payments (including late payment interest, interest arrears regularisations);*
  - (ii) any fees (including late penalties, prepayment penalties, filing fees and other ancillary payments);*
  - (iii) all principal amounts paid in connection with the Purchased Home Loans (including in connection with any Prepayments);*
  - (iv) all Recoveries in relation to the Defaulted Home Loans which are not included in (i), (ii) or (iii) above; and*
  - (v) any insurance benefit or other amounts paid to any of the Sellers by any insurance company under the Insurance Contracts, which are not included in (iv) above,*
- (b) plus or minus, as the case may be, any Adjusted Available Collections, provided that the credit balance of the General Account is sufficient to enable such adjustment.>>.*

**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	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See specific statements in "Home Loan Eligibility Criteria", last paragraph, stating that:</p> <p><i>&lt;&lt;For the avoidance of doubt, (i) the Home Loans do not include transferable securities, as defined in point (44) of Article 4(1) of Directive 2014/65/EU nor any securitisation position nor any derivatives and (ii) no guarantor (other than, where applicable, the Home Loan Guarantors) has been taken into account for the purpose of assessing compliance with the Home Loan Eligibility Criteria.&gt;&gt;.</i></p> <p>It is also noted that &lt;&lt;The Issuer Cash will not be invested in any financial instruments, neither by the Account Bank nor by the Management Company.&gt;&gt; (see Prospectus – VI. DESCRIPTION OF THE ACCOUNT BANK AGREEMENT - Remuneration of the Issuer Cash standing to the credit of the Issuer Accounts).</p>	

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

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

**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	<p><b>STS Criteria</b></p> <p>16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See "Home Loan Eligibility Criteria", §(a).</p>	

	<p>In particular, it is required that:</p> <p>&lt;&lt;(a) the Home Loan has been originated in its ordinary course of business by an original lender with an expertise of at least five (5) years in originating exposures of a similar nature as the Home Loan, being either the relevant Seller or any other entity of the BPCE Group which has transferred the Home Loan to the relevant Seller through merger (...)&gt;&gt;.</p> <p>See also Section "CREDIT GUIDELINES AND SERVICING PROCEDURES":</p> <p>&lt;&lt;The origination and underwriting of Home Loans is performed directly by BPCE Group retail banks and organised on a regional basis around the branch networks of Banques Populaires and Caisses d'Epargne. (...) &gt;&gt;; and</p> <p>&lt;&lt;Underwriting Policies</p> <p>Both Banque Populaire and Caisse d'Epargne have to comply with (i) the credit policy guidelines defined by the applicable national network and (ii) BPCE Group's credit risk policy, both of which are compliant with EBA guidelines and French banking regulations (CRBF).&gt;&gt;</p>	
17	<p><b>STS Criteria</b></p> <p>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.</p> <p><b>PCS Comments</b></p> <p>See "Home Loan Eligibility Criteria", §(a)(i).</p> <p>In particular, it is required that &lt;&lt;(a) the Home Loan has been originated in its ordinary course of business by an original lender with an expertise of at least five (5) years in originating exposures of a similar nature as the Home Loan, being either the relevant Seller or any other entity of the BPCE Group which has transferred the Home Loan to the relevant Seller through merger and:</p> <p>(i) prior to the date on which the Home Loan had been made available to the Borrower, all lending criteria and preconditions as applied by the originator of the Home Loan pursuant to the Credit Guidelines were satisfied and the lending procedures applied to the Home Loan was not less stringent than the lending procedure applied to similar exposures which are not securitised;&gt;&gt;.</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>Article 20.10.</b> 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.</p>		
18	<p><b>STS Criteria</b></p> <p>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.</p> <p><b>PCS Comments</b></p> <p>In light of the fact that this transaction is not revolving, new changes to the underwriting standards would have no impact or need to be disclosed to potential investors.</p> <p>In respect of the application of a consistent set of underwriting procedures in the origination of the Home Loans, see the representation mentioned in comments to point 9 above re homogeneity, confirming that:</p>	<p><b>Verified?</b> <b>YES</b></p>



<<The Home Loans of the provisional portfolio (i) have been underwritten according to similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the Home Loans (...)>>.

**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.

#### 19 STS Criteria

19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.

**Verified?**  
**YES**

#### PCS Comments

See "Home Loan Eligibility Criteria", §(a)(ii), where it is expressly stated that:

<<(a) (ii) the relevant Home Loan has not been marketed and underwritten on the premise that the Borrower as loan applicant or, where applicable, intermediaries were made aware that the information provided might not be verified by the relevant Seller,>>.

**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 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 residential mortgage loans, the relevant Directive is No. 2014/17/EU (the "Mortgage Credit Directive").

The next step is to determine which French law transcribed this Directive into local law. In this respect, PCS has been informed that the Mortgage Credit Directive has been transposed into French law by order (*ordonnance*) no 2016-351 of 25 March 2016 on credit agreements for consumers relating to residential immovable property, and the decree (*décret*) n° 2016-607 (the "Mortgage Credit Order").

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

In any event, the Sellers have provided a representation that this criterion is met: see "DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS – I. PURCHASE OF THE HOME LOANS" – subsection "OTHER REPRESENTATIONS AND WARRANTIES OF THE SELLERS RELATING TO THE HOME LOANS", §I(iii), where it is stated that:

<<Under the Home Loans Purchase and Servicing Agreement, each Seller will also represent and warrant on the Purchase Date that: (...)

(c) Credit-granting criteria: in compliance with articles 9(1) and 20(10) of the EU Securitisation Regulation: (...)

(iii) as French licensed credit institutions, such Seller has applied 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 when assessing the credit worthiness of the relevant Borrower.>>.

See also Section "CREDIT GUIDELINES AND SERVICING PROCEDURES": <<The origination and underwriting of Home Loans is performed directly by BPCE Group retail banks and organised on a regional basis around the branch networks of Banques Populaires and Caisses d'Epargne. (...) >>

and the definition of "Credit Guidelines" in "Glossary of Defined Terms", which contains the statement that the Credit Guidelines are:

<<the Sellers' usual policies, procedures and practices relating to the operation of their home loan business including, without limitation, the usual policies, procedures and practices adopted by them as the grantor of credit in relation to Home Loans and/or (as the case may be) their usual policies, procedures and practices for dealing with matters relating to the obligations and liabilities of the Sellers under applicable laws and regulations (including "Know Your Customer", anti-bribery, money laundering and sanctions checks), for determining the creditworthiness of home loans borrowers, the extension of the credit, as such policies, procedures and practices may be amended or varied from time to time and as described in Sub-Section "Credit Guidelines" of Section "CREDIT GUIDELINES AND SERVICING PROCEDURES".>>.

See also in Section "CREDIT GUIDELINES AND SERVICING PROCEDURES":

<<Underwriting Policies

Both Banque Populaire and Caisse d'Epargne have to comply with (i) the credit policy guidelines defined by the applicable national network and (ii) BPCE Group's credit risk policy, both of which are compliant with EBA guidelines and French banking regulations (CRBF). (...)>>.

**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 "Home Loan Eligibility Criteria", §(a).

In particular, it is stated that:

<<(a) the Home Loan has been originated in its ordinary course of business by an original lender with an expertise of at least five (5) years in originating exposures of a similar nature as the Home Loan, being either the relevant Seller or any other entity of the BPCE Group which has transferred the Home Loan to the relevant Seller through merger (...)>>.

**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	<p><b>STS Criteria</b></p> <p>22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See in Glossary of Defined Terms the definition of “<u>Selection Date</u>”, being the date on which the Home Loans were selected by the Sellers, being 16 October 2023.</p> <p>See also in Glossary of Defined Terms the definition of “<u>Purchase Date</u>”, which coincides with the “Issuer Establishment Date”, being 27 October 2023.</p> <p>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.</p> <p>The Prospectus sets out the relevant dates of the initial pool cut (see definition of Selection Date) and the transfer, and these are less than few days apart. No undue delay, therefore, occurred between selection and transfer and this clearly meets the requirement.</p>	
23	<p><b>STS Criteria</b></p> <p>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...</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See “Home Loan Eligibility Criteria”, §(l) and §(m).</p> <p>In particular, eligibility criteria include that:</p> <p>&lt;&lt;(l) the Home Loan is not in arrears, has not been accelerated or declared due and payable and is not subject to legal proceedings;</p> <p>(m) no Home Loan is considered by the relevant Seller as being in default within the meaning of Article 178(1) of CRR, as further specified by the Delegated Regulation on the materiality threshold for credit obligations past due developed in accordance with Article 178 of the CRR and by the EBA guidelines on the application of the definition of default developed in accordance with Article 178(7) of the CRR;&gt;&gt;.</p>	

**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.

24

**STS Criteria**

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

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

See "Home Loan Eligibility Criteria", §(b)(vi). The eligibility criteria include the requirement that the Borrower is an "Eligible Borrower" and therefore it cannot be a credit-impaired obligor.

In particular, it is stated that:

<<(b) the Borrower or, in case of a Home Loan granted to several co-borrowers, the Borrower that is the main borrower (emprunteur principal) under that Home Loan, is an Eligible Borrower, where "Eligible Borrower" refers to someone who complies with items (i) to (vii) below:

"Eligible Borrower" refers to someone who: (...) (vii) is not a credit-impaired obligor, where a credit-impaired obligor is any obligor that, to the best of the Seller's knowledge: (...)>>.

Item (vii) of the definition of Eligible Borrower specifies the meaning of "credit-impaired obligor".

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.

	<p>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.</p> <p>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.</p>	
25	<p><b>STS Criteria</b></p> <p>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.</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 23 above.</p> <p>See also “Home Loan Eligibility Criteria”, §(b), sub definition of Eligible Borrower, item (vii)(a).</p> <p>In particular, a borrower is not an Eligible Borrower if it:</p> <p><i>&lt;&lt;(a) (1) has been declared insolvent (meaning for the purpose of this Home Loan Eligibility Criteria, being subject to a judicial liquidation proceedings (procédure de rétablissement personnel), pursuant to the provisions of Title IV of Livre VII of the French Consumer Code (or, before the 1st of July 2016, Titre III of Livre III of the French Consumer Code), to any insolvency proceeding pursuant to the provisions of articles L. 620-1 et seq. of the French Commercial Code or to a review by a jurisdiction pursuant to article 1343-5 of the French Civil Code (or, before the 1st of October 2016, article 1244-1 of the French Civil Code) before a court), or (2) had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment, in relation to each of items (1) and (2), within three (3) years prior to the date of origination of the relevant Home Loan, or (3) has undergone a debt restructuring process with regard to his non-performing exposures within three years prior to the Purchase Date;&gt;&gt;.</i></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>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See “Home Loan Eligibility Criteria”, §(b), sub definition of Eligible Borrower, item (vii)(a)(3).</p> <p>In particular, a borrower is not an Eligible Borrower if it:</p> <p><i>&lt;&lt;(…) (3) has undergone a debt restructuring process with regard to his non-performing exposures within three years prior to the Purchase Date;&gt;&gt;.</i></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>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>No recently restructured exposures are included in the pool: see “Home Loan Eligibility Criteria”, §(b), sub definition of Eligible Borrower, item (vii)(a)(3).</p>	

	<p>In particular, a borrower is <u>not</u> an Eligible Borrower if it:</p> <p>&lt;&lt;(…) (3) has undergone a debt restructuring process with regard to his non-performing exposures within three years prior to the Purchase Date;&gt;&gt;.</p> <p>PCS notes that the statement of absence of exposures to a credit-impaired debtor or guarantor, that have undergone a debt-restructuring process in the latest three years prior to the assignment to the SPV is not qualified by any exception.</p> <p>This requirement is, therefore, satisfied.</p>	
28	<p><b>STS Criteria</b></p> <p>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>	<p><b>Verified?</b> <b>YES</b></p>
	<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 definition of “Eligible Borrower” set out under item (b)(vii)(b) of the “Home Loan Eligibility Criteria”, where it is provided that the Eligible Borrower is not a credit impaired obligor, being an obligor that &lt;&lt;was, at the time of origination, on an official registry of persons with adverse credit history (meaning for the purpose of this Home Loan Eligibility Criteria being registered in the Banque de France’s FICP file)&gt;&gt;.</p> <p>In this respect, please also see the subsequent specifications sub §(B) and §(C) that:</p> <p>&lt;&lt;(B) the “Fichier National des Incidents de remboursement des Crédits aux Particuliers” (“FICP”) file does not keep track of any historical information on the credit profile of the Borrower to the extent that the circumstances that would have justified its inclusion on the FICP have disappeared;&gt;&gt;;</p> <p>&lt;&lt;(C) for the purpose of assessing whether the Borrower is not a credit-impaired obligor within the meaning of this Home Loan Eligibility Criteria, the relevant Seller only takes into account the internal Basel II credit score assigned by BPCE to the Borrower as of the Selection Date which (x) is between 1 and 8, (y) is not and has not been classified as “RX” (restructured) within three (3) years prior to the Purchase Date and within three (3) years to the relevant origination date and (z) is not and has not been classified as “CX” (contentious) within three (3) years prior to the relevant origination date ; and which is based on information obtained by it from any of the following combinations of sources and circumstances: (i) the Borrower for the purpose of the origination of the Home Loan and any other exposures, (ii) the relevant Seller as originator, in the course of its servicing of the exposures or in the course of its risk management procedures, (iii) notifications by a third party (including BPCE) and (iv) the consultation of the Banque de France’s FICP file at the time of origination of the relevant Home Loan; (...)&gt;&gt;.</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>

**PCS Comments**

See the definition of “Eligible Borrower” set out under item (b)(vii)(c) of the “Home Loan Eligibility Criteria”, where it is provided that the Eligible Borrower is not a credit impaired obligor, being an obligor that

*<<(c) has a credit assessment by an ECAI or has a credit score indicating that: the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the relevant Seller which are not securitised,*

*within the meaning of article 20(11) of the EU Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto,>>.*

In this respect, please also see the subsequent specification sub (D) that:

*<<(D) for a given Borrower and the related Home Loan, such internal credit score is considered by the Seller as not “indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitised, where such internal credit score is such that the Home Loan is not classified as doubtful, impaired, non-performing or classified to the similar effect under the accounting principles applied by the Seller;>>.*

**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

**STS Criteria**

31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

**Verified?**  
**YES**

**PCS Comments**

See “Home Loan Eligibility Criteria”, §(k).

*<<(k) the Borrower has paid at least one (1) instalment in respect of the Home Loan;>>.*

**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.

32

**STS Criteria**

32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.

**Verified?**  
**YES**

**PCS Comments**

See section “CREDIT GUIDELINES - Underwriting Policies”, where it is stated that:

<<The Home Loan general lending criteria of BPCE Group primarily focuses on the solvency of the Borrower and the appreciation of the Borrower's debt repayment capacity through the combined analysis of certain key indicators listed below. Each Seller has to verify the creditworthiness of the prospective Borrower and, in particular that the prospective Borrower has sufficient monthly income available to meet its payments on the requested Home Loan as well as to support other financial obligations and monthly living expenses. A check on the income is systematically conducted by the client relationship manager.>>.

It is also noted that all the loans are amortising loans: see the eligibility criteria below:

<<(n) the Home Loan is monthly amortising with an instalment consisting of interest and principal over the term of such Home Loan (i.e. no bullet loans and no interest-only loans);>>.



**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>
	<b>PCS Comments</b> <p>See the statement contained in the Prospectus in “OVERVIEW OF THE TRANSACTION - Retention and disclosure requirements under the Securitisation Regulations”, that:</p> <p><i>&lt;&lt;Each Seller has undertaken to each of the Joint-Arrangers, the Joint Lead Managers, the Management Company, the Custodian and the Issuer pursuant to the Class A Notes Subscription Agreement that, during the life of the transaction contemplated under the Transaction Documents, it shall comply: (i) at all times with the provisions of article 6 of EU Securitisation Regulation and (ii) (as a contractual matter only) on the Issue Date and, at the sole discretion of the Transaction Agent acting on its behalf, after the Issue Date, with the provisions of article 6 of the UK Securitisation Regulation (as if it were applicable to it) and therefore retain on an ongoing basis a material net economic interest in the transaction which, in any event, shall not be less than 5 per cent.</i></p> <p><i>At the Issue Date, such material net economic interest shall be retained by each Seller as originator, pursuant to option (d) of article 6(3) of the EU Securitisation Regulation, through the subscription of the Class B Notes in relation to the proportion of the total securitised exposures for which it is the originator (corresponding to its Contribution Ratio (adjusted by the Transaction Agent to ensure that each Seller subscribes an integer number of Class B Notes)).&gt;&gt;.</i></p>	

**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>
	<b>PCS Comments</b> <p>See “Hedging Strategy”, stating that:</p> <p><i>&lt;&lt;Hedging Strategy - In accordance with articles R.214-217-2° and R.214-224 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the hedging strategy (stratégie de couverture) of the Issuer is to enter into the Interest Rate Swap Agreement to hedge the mismatch between interest rates payable under the Purchased Home Loans and the floating rate payable on the Class A Notes (see the Section entitled "DESCRIPTION OF THE INTEREST RATE SWAP AGREEMENT"). Aside from the Interest Rate Swap Agreement, the Issuer shall not enter into derivative contracts.&gt;&gt;.</i></p> <p>See also “RISKS RELATING TO THE CLASS A NOTES - 4.7 Interest-related matters” – “Interest rate risk – Interest rate hedging”, where it is stated that:</p> <p><i>&lt;&lt;The Purchased Home Loans bear a fixed interest rate but the Issuer will pay interest on the Class A Notes issued in connection with its acquisition of such Purchased Home Loans based on the EURIBOR. The Issuer will hedge this interest rate risk by entering into an Interest Rate Swap Agreement with the Interest Rate Swap Counterparty.&gt;&gt;.</i></p> <p>See also “DESCRIPTION OF THE INTEREST RATE SWAP AGREEMENT”, where it is stated that:</p> <p><i>&lt;&lt;FBF Master Agreement</i></p>	

*On or prior to the Issuer Establishment Date, the Issuer, represented by the Management Company, will enter into an interest rate swap agreement (the "Interest Rate Swap Agreement") with Natixis (the "Interest Rate Swap Counterparty"), which will be governed by the 2013 Fédération Bancaire Française (FBF) master agreement relating to transactions on forward financial instruments (convention-cadre FBF relative aux opérations sur instruments financiers à terme or the "FBF Master Agreement") as amended by a supplementary schedule and confirmed by one written swap confirmation (the "Swap Confirmation").*

#### *Purpose of the Interest Rate Swap Agreement*

*The purpose of the Interest Rate Swap Agreement is to enable the Issuer to hedge in an appropriate manner the risk of a difference between the EURIBOR-based floating rate applicable for the relevant Interest Period (on each relevant Payment Date) with respect to the Class A Notes and the fixed interest rate payments received in respect of the Purchased Home Loans. (...)>>.*

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 Home Loan Eligibility Criteria, §(r)).

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

See "DESCRIPTION OF THE INTEREST RATE SWAP AGREEMENT - Swap Notional Amount" where it is stated that:

*<<In accordance with the Interest Rate Swap Agreement, on the Issue Date, the notional amount under the Interest Rate Swap Agreement will be equal to 100 per cent. of the aggregate of the Initial Principal Amount of the Class A Notes.*

*On any Payment Date, the Notional Amount shall be equal to the lesser of:*

	<p>(i) the aggregate of the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to the applicable Priority of Payments as determined by the Management Company; and</p> <p>(ii) the aggregate of the Outstanding Principal Balance of the Performing Home Loans on the Determination Date immediately preceding such Payment Date (or in case of the first Payment Date, the Selection Date);&gt;&gt;.</p>	
35	<p><b>STS Criteria</b></p> <p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p> <p><b>PCS Comments</b></p> <p>We note that since both the Home Loans and the Notes are denominated in Euros, there is no currency risk.</p> <p>See item §(e) of the Home Loan Eligibility Criteria:</p> <p>&lt;&lt;(e) the Home Loan is denominated and payable in Euro;&gt;&gt;.</p> <p>In the absence of any currency mismatch, no currency hedging is necessary.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
36	<p><b>STS Criteria</b></p> <p>36. Any measures taken to that effect shall be disclosed.</p> <p><b>PCS Comments</b></p> <p>See points 34 and 35 above.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>

**Article 21.2.** Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.

Those derivatives shall be underwritten and documented according to common standards in international finance.

37	<p><b>STS Criteria</b></p> <p>37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...</p> <p><b>PCS Comments</b></p> <p>See "Hedging Strategy" where it is stated that:</p> <p>&lt;&lt;Aside from the Interest Rate Swap Agreement, the Issuer shall not enter into derivative contracts.&gt;&gt;.</p> <p>This requirement relates to the current structure of the transaction and to the future possibility that the relevant issuer enters into derivatives.</p> <p>PCS has noticed the current absence of derivatives (other than under the IRS Agreement) and the presence of specific covenants addressing this requirement.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
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38	<p><b>STS Criteria</b></p> <p>38. ...Shall ensure that the pool of underlying exposures does not include derivatives.</p> <p><b>PCS Comments</b></p> <p>See Home Loans Eligibility Criteria, where it is stated that:</p> <p><i>&lt;&lt;For the avoidance of doubt, (i) the Home Loans do not include transferable securities, as defined in point (44) of Article 4(1) of Directive 2014/65/EU nor any securitisation position nor any derivatives and (ii) no guarantor (other than, where applicable, the Home Loan Guarantors) has been taken into account for the purpose of assessing compliance with the Home Loan Eligibility Criteria.&gt;&gt;.</i></p> <p>See also under Hedging Strategy, the statement that:</p> <p><i>&lt;&lt;Aside from the Interest Rate Swap Agreement, the Issuer shall not enter into derivative contracts.&gt;&gt;.</i></p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
39	<p><b>STS Criteria</b></p> <p>39. Those derivatives shall be underwritten and documented according to common standards in international finance.</p> <p><b>PCS Comments</b></p> <p>The Interest Rate Swap Agreement is entered into in accordance with the FBF master agreement (<i>convention-cadre relative aux operations sur instruments financiers à terme</i>), which clearly fits the definition of “established national documentation standard”, as required by EBA guidelines.</p> <p>PCS has reviewed the relevant documentation and it is prepared to consider this point verified.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
<p><b>Article 21.3.</b> 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.</p>		
40	<p><b>STS Criteria</b></p> <p>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.</p> <p><b>PCS Comments</b></p> <p>As for assets:</p> <ul style="list-style-type: none"> <li>• see “Home Loan Eligibility Criteria”, §(r) requiring that:</li> </ul> <p><i>&lt;&lt;(r) the Home Loan bears a fixed interest rate equal to or greater than one point fifty per cent (1.50%) per annum (excluding insurance premia and Service Fees);&gt;&gt;.</i></p> <p>As for liabilities:</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>

- the Class A Notes bear a floating and Euribor based interest rate (see definition of "Class A Notes Interest Rate" and Clause 3(d)(i) of Terms and Conditions).
- the Class B Notes will bear a fixed interest rate (see definition of "Class B Notes Interest Rate" and Clause 3(d)(ii) of Terms and Conditions).

Based on the above, PCS is prepared to verify that this criterion is satisfied.

**Article 21.4.** Where an enforcement or an acceleration notice has been delivered:

- (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;
- (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;
- (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and
- (d) No provisions shall require automatic liquidation of the underlying exposures at market value.

41	<b>STS Criteria</b> 41. Where an enforcement or an acceleration notice has been delivered: (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See "OVERVIEW OF THE TRANSACTION - Priority of Payments during the Accelerated Amortisation Period and on the Issuer Liquidation Date (Accelerated Priority of Payments)". PCS is therefore satisfied that this requirement is met.	
42	<b>STS Criteria</b> 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;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> The PoP during the Accelerated Amortisation Period provides a sequential amortisation. On this basis PCS is prepared to verify this requirement.	
43	<b>STS Criteria</b> 43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b>	

	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 Funds" and the priorities of payments applicable during the Amortisation Period or, respectively, the Accelerated Amortisation Period and on the Issuer Liquidation Date.	
44	<p><b><u>STS Criteria</u></b></p> <p>44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p> <p><b><u>PCS Comments</u></b></p> <p>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 section OVERVIEW OF THE TRANSACTION - LIQUIDATION OF THE ISSUER - Issuer Liquidation Event - Clean-up offer and repurchase of the Home Loans":</p> <p><i>&lt;&lt;Pursuant to the Issuer Regulations, the Management Company may decide to declare the dissolution of the Issuer and begin the liquidation procedure of the Issuer in in case of the occurrence of any of the following events: (...) (each a "Issuer Liquidation Event"), provided that the Management Company shall not declare any such event to have occurred, unless the Sellers or any other entity authorised to purchase the Purchased Home Loans have agreed to purchase all or part of the outstanding Purchased Home Loans on the Payment Date immediately following the date on which the Management Company declares such event to have occurred (which Payment Date shall be the relevant Optional Redemption Date in case of paragraph (f) above), at a purchase price which shall be sufficient, taking into account for this purpose the Issuer Cash as at such Payment Date, excluding the amount of the Commingling Reserve and the General Reserve, to enable the Issuer to repay in full all amounts outstanding in respect of the Notes after payment of all other amounts due by the Issuer and ranking senior to the Notes in accordance with the Accelerated Priority of Payments.&gt;&gt;.</i></p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
<p><b>Article 21.5.</b> 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.</p>		
45	<p><b><u>STS Criteria</u></b></p> <p>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.</p> <p><b><u>PCS Comments</u></b></p> <p>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".</p> <p>Therefore, the above requirement is satisfied.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>

**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> 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;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> No revolving period is contemplated. This requirement does not apply.	
47	<b>STS Criteria</b> 47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> No revolving period is contemplated. This requirement does not apply.	
48	<b>STS Criteria</b> 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> No revolving period is contemplated. This requirement does not apply.	
49	<b>STS Criteria</b> 49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> No revolving period is contemplated. This requirement does not apply.	

**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.

50	<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 “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - II. Servicing of the Home Loans” – “Duties of the Servicers”.</p> <p>For the <u>Management Company</u> (that performs the fiduciary activities of the “trustee”) see “DESCRIPTION OF THE RELEVANT ENTITIES - THE MANAGEMENT COMPANY”.</p> <p>For <u>other ancillary service providers</u>, see “DESCRIPTION OF THE RELEVANT ENTITIES” and “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS” and the relevant sub-sections.</p>	
51	<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 “TERMINATION OF THE SERVICING MANDATE”. In particular, the occurrence of both an <i>Individual Servicer Termination Event</i> or of a Master Servicer Termination Event are regulated, and each allows the termination of the appointment of the relevant Servicer(s) and their replacement with New Servicers meeting certain requirements of expertise. It is also provided that:</p> <p>&lt;&lt;The termination of the appointment of any Servicer will become effective as soon as any New Servicer has effectively started to carry out its duties.&gt;&gt;.</p>	
52	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>As for the <u>Interest Rate Swap Counterparty</u>, see “DESCRIPTION OF THE INTEREST RATE SWAP AGREEMENT” for the relevant triggers and other replacement provisions.</p> <p>See also “DESCRIPTION OF THE RELEVANT ENTITIES - THE MANAGEMENT COMPANY - Role of the Management Company”, §(o):</p> <p>&lt;&lt;Pursuant to the provisions of the Issuer Regulations, the Management Company is specifically in charge of: (...)</p>	



(o) replacing (and for this purpose endeavouring to find a replacement entity within ninety (90) calendar days for), if applicable, the Interest Rate Swap Counterparty in accordance with the terms of the Interest Rate Swap Agreement and under the terms and conditions provided by applicable laws at the time of such replacement and in particular if the Interest Rate Swap Counterparty becomes insolvent, or fails to make a payment under the Interest Rate Swap Agreement when due and such failure is not remedied after the notice of such failure being given;>>.

As for the Specially Dedicated Account Bank, see “DESCRIPTION OF THE RELEVANT ENTITIES - THE MANAGEMENT COMPANY - Role of the Management Company”, §(n):

<<(n) replacing (and for this purpose endeavouring to find a replacement entity for), if applicable, the Paying Agent, the Listing Agent, the Specially Dedicated Account Bank, the Data Protection Agent and/or any Servicer under the terms and conditions provided by applicable laws at the time of such replacement and the terms of the relevant Transaction Documents;>>.

See “VI. DESCRIPTION OF THE ACCOUNT BANK AGREEMENT - Change of the Account Bank”:

It is noted that the Custodian appoints the Account Bank and can also terminate its appointment:

<<Pursuant to the Account Bank Agreement:

(a) the Custodian shall (i) as soon as possible, if an Account Bank Termination Event occurs or (ii) within sixty (60) calendar days, if the Account Bank ceases to have any of the Account Bank Required Ratings, terminate the appointment of the Account Bank; (...)

provided that the Account Bank may only be replaced if: (...)>>.

No liquidity provider is contemplated for this transaction.

**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.

### 53 STS Criteria

53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised

**Verified?**  
**YES**

### PCS Comments

See section “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS – II. SERVICING OF THE HOME LOANS - STANDARD OF CARE AND SERVICING PROCEDURES”, where it is stated that:

<<(…) pursuant to the provisions of the Home Loans Purchase and Servicing Agreement, each Servicer has represented and warranted that its business has included the servicing of receivables of a nature similar to the Purchased Home Loans transferred by it to the Issuer in its capacity as Seller, for at least five (5) years prior to the Issuer Establishment Date.>>.

It is noted that, in case of replacement of any of the Servicers, an “entity fit for that purpose” will be selected. This may not necessarily mean that the replacement servicer will meet this and other STS requirements. However, on closing, this requirement is met by the existing servicers, as confirmed in the R&W above.

54	<b>STS Criteria</b> 54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <p>The Servicers are French entities licensed as credit institutions (<i>établissement de credit</i>) – see “The Sellers” and “The Servicers”.</p> <p>As such, given that they are subject to prudential and capital regulation and supervision in France, pursuant to the EBA guidelines, paragraph 72(a), they should be considered to have well documented and adequate policies, procedures and risk management controls relating to servicing of exposures.</p> <p>A summary of the servicing policies is contained in the Section “CREDIT GUIDELINES AND SERVICING PROCEDURES”.</p>	
<b>Article 21.9.</b> 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> 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>Verified?</b> <b>YES</b>
	<b>See point 54 above.</b> <p>See “CREDIT GUIDELINES AND SERVICING PROCEDURES – SERVICING PROCEDURES”.</p> <p>See also in Section headed “DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS - II. SERVICING OF THE HOME LOANS - COLLECTION OF THE PURCHASED HOME LOANS”, the subsection “COMMERCIAL OR AMICABLE RENEGOTIATIONS” <i>et seq.</i></p> <p>PCS has reviewed the relevant documents to satisfy itself that these requirements are met.</p>	
<b>Article 21.9.</b> 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> 56. The transaction documentation shall clearly specify the priorities of payment,	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <p>See section “APPLICATION OF FUNDS” and the PoPs applicable pre and post acceleration: “Priority of Payments during the Amortisation Period” and “Priority of Payments during the Accelerated Amortisation Period and on the Issuer Liquidation Date”.</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>	

57	<p><b>STS Criteria</b></p> <p>57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>The priority of payments is changed following the occurrence of an Accelerated Amortisation Event.</p> <p>See and “Priority of Payments during the Accelerated Amortisation Period and on the Issuer Liquidation Date”, specifying that such PoP applies &lt;&lt;within the Accelerated Amortisation Period, and on the Issuer Liquidation&gt;&gt;.</p> <p>See below the definitions of Accelerated Amortisation Period and Accelerated Amortisation Event:</p> <p><i>&lt;&lt;Accelerated Amortisation Event means the following event which can occur during the Amortisation Period: any amount of interest due and payable on the Class A Notes remains partially or totally unpaid after five (5) Business Days following the relevant Payment Date.&gt;&gt;</i></p> <p><i>&lt;&lt;Accelerated Amortisation Period means the period beginning on and including the Payment Date falling on or after the occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event (whichever occurs first) and ending on and including the Issuer Liquidation Date.&gt;&gt;</i></p> <p>See also point 44 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 “DESCRIPTION OF THE RELEVANT ENTITIES - THE MANAGEMENT COMPANY, where it is stated that</p> <p><i>&lt;&lt;Pursuant to the provisions of Issuer Regulations, the Management Company is specifically in charge of: (...)</i></p> <p><i>(c) determining, and giving effect to, the occurrence of an Accelerated Amortisation Event, an Issuer Liquidation Event or a Servicer Termination Event and informing the Noteholders of the same without undue delay;&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 statement in Section “EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements”, where it is provided in §(4)(c) that:</p>	

<<(…) In each case, information shall be made available by the Management Company on behalf of the Issuer to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors and shall be published by means of the Securitisation Repository, as follows: (...)

(4) on a quarterly basis and within one (1) month of each Payment Date and simultaneously with the information provided under item (3) above, the Management Company shall publish the relevant EU Securitisation Regulation Investor Report, as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation, which shall be provided in the form of the standardised template set out in Annex XII of the Commission Delegated Regulation (EU) 2020/1224, setting out: (...)

(c) information on events which trigger changes in the applicable Priority of Payments or (provided that such information shall be reported prior to such date, if necessary to make sure that such information is reported to investors **without undue delay**) the replacement of any party to the Transaction Documents, and data on the cash flows generated by the Purchased Home Loans and by the Notes and Residual Units and any other liabilities of the Issuer: (...)>>.

See also the section "MODIFICATIONS TO THE TRANSACTION" – "Modification of the elements contained in the Prospectus" where it is stated that

<<The Management Company may agree to any modification of the elements contained in the Prospectus, except in the case of a transfer of the management further to a withdrawal of the licence of the Management Company, in respect of which the decision is taken solely by the Custodian.

After the listing of the Class A Notes on the regulated market of Euronext in Paris (Eurolist by Euronext Paris S.A.), any event which may have an impact on the Class A Notes and any modification of characteristic elements (éléments caractéristiques) contained in the Prospectus shall be made public in accordance with article 223-21 of the AMF General Regulations (Règlement Général de l'Autorité des Marchés Financiers).>>.

See also "MODIFICATIONS TO THE TRANSACTION" – "Modification of the Transaction Documents" where it is provided and regulated the consent of the Noteholders in respect of Basic Terms Modifications.

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 NOTES – 7. MEETING OF THE NOTEHOLDERS". See in particular:

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

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

<<If, following a requisition from Noteholders of any Class of Notes, such General Meeting has not been convened within sixty (60) calendar days after such requisition, the Noteholders of such 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 9 (Notice to Noteholders):

(A) at least fifteen (15) calendar days (and no more than sixty (60) calendar days) for the initial General Meeting (exclusive of the day on which the notice is given and of the day of the meeting).

(B) at least ten (10) calendar days (and no more than twenty (20) calendar days) (exclusive of the day on which the notice is given and of the day of the meeting) of a General Meeting adjourned through want of quorum (and no more than twenty (20) calendar days in the case of an initial adjournment of a meeting at which an Extraordinary Resolution is to be proposed).>>.

(c) the required quorum: see “(iii) Ordinary Resolutions - (A) Quorum” and “(iv) Extraordinary Resolutions - (A) Quorum”.

(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision. See statement in “(iii) Ordinary Resolutions - (B) Required majority” and “(iv) Extraordinary Resolutions - (B) Required majority”.

(e) where applicable, a location for the meetings which should be in the EU: The location shall be in France. See: “(c) Powers of the General Meetings of the Noteholders of each Class - (i) 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 present.

**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.

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**STS Criteria**

61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

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

The Management Company is the entity that is responsible of fiduciary duties to investors in this transaction.

See the section of Prospectus headed “DESCRIPTION OF THE RELEVANT ENTITIES – THE MANAGEMENT COMPANY” – “Role of the Management Company” and the relevant provisions in Clause 7.1 (Role of the Management Company) of the Issuer Regulations.

**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.

62	<p><b>STS Criteria</b></p> <p>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,</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section "HISTORICAL PERFORMANCE DATA".</p> <p>See also the statement in this respect contained in the subsection "General" of the above-mentioned section, that:</p> <p><i>&lt;&lt;The information presented in this section have been prepared based on BPCE's internal records and provide historical performances based on both static and dynamic formats covering a period of at least (5) years for substantially similar home loans receivables than to those being securitised by means of the securitisation transaction described in the Transaction Documents.&gt;&gt;.</i></p> <p>See also the following statement in "II. SERVICING OF THE HOME LOANS - INFORMATION":</p> <p><i>&lt;&lt;(…) Before pricing, BPCE, as sponsor and in its capacity as Transaction Agent, on behalf of the Sellers, as originators, has made available: (...)</i></p> <p><i>(ii) in relation to exposures substantially similar to the pool of Home Loans to be transferred to the Issuer on the Purchase Date, data on static and dynamic historical default and loss performance, such as delinquency and default data, covering a period of at least five (5) years.&gt;&gt;.</i></p>	
63	<p><b>STS Criteria</b></p> <p>63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See statements in this respect contained in the sections mentioned in comments to point 62 above.</p>	
64	<p><b>STS Criteria</b></p> <p>64. Those data shall cover a period no shorter than five years.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See statements in this respect contained in the sections mentioned in comments to point 62 above.</p>	

**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.

<p><b>65</b> <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 "INFORMATION RELATING TO THE PROVISIONAL PORTFOLIO OF HOME LOANS - External verification of a sample of Home Loans".</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 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 confirms no significant adverse findings.</p>	
<p><b>66</b> <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>
<p><b>PCS Comments</b></p> <p>See the statement in "INFORMATION RELATING TO THE PROVISIONAL PORTFOLIO OF HOME LOANS - External verification of a sample of Home Loans".</p> <p>PCS is not an auditing firm, nor has it or has it sought access to the underlying information which was the basis of the AUP. However, it has read the AUP with the aim of determining whether, on its face, it appears to cover the items required by the criterion.</p> <p>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.</p> <p>PCS also notes the representation to that effect made by the Sellers in the Prospectus and the statement, in respect of the third party performing the external verification, that:</p> <p>&lt;&lt;The Sellers have confirmed in the Home Loans Purchase and Servicing Agreement that no significant adverse findings have been found by such third party during its review.&gt;&gt;.</p>	

**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.

<p><b>67</b> <b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
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**PCS Comments**

See statement in "II. SERVICING OF THE HOME LOANS - INFORMATION":

*<<Before pricing, BPCE, as sponsor and in its capacity as Transaction Agent, on behalf of the Sellers, as originators, has made available:*

*(i) a liability cash flow model through Bloomberg and/or Moody's Analytics and/or any other relevant modelling platform, which precisely represents the contractual relationship between the Purchased Home Loans and the payments flowing between the Sellers, the Transaction Agent, the Noteholders, other third parties and the Issuer (the Cash Flow Model);>>.*

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 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.

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**STS Criteria**

68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

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

See statement in "II. SERVICING OF THE HOME LOANS - INFORMATION":

*<<Furthermore, pursuant to the Home Loans Purchase and Servicing Agreement, BPCE, as sponsor and in its capacity as Transaction Agent on behalf of the Sellers, as originators, has undertaken to: (...)*

*(ii) make available the Cash Flow Model through Bloomberg and/or Moody's Analytics and/or any other relevant modelling platform, to the relevant Noteholders on an ongoing basis and to potential investors upon request (which Cash Flow Model shall be updated, in case of significant changes in the cash flow structure of the transaction described in this Prospectus); and (...)>>.*

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.

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.

PCS notes the existence of such covenant in the Home Loans Purchase and Servicing Agreement, as evidenced in the Prospectus.



**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.

69	<p><b>STS Criteria</b></p> <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>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See "DESCRIPTION OF THE ENVIRONMENTAL EFFICIENCY OF THE PROPERTIES FINANCED BY THE HOME LOANS".</p> <p>See also "III. DESCRIPTION OF THE TRANSACTION AGENT AGREEMENT - Main tasks of the Transaction Agent</p> <p><i>&lt;&lt;Pursuant to the Transaction Agent Agreement, each Seller, each Servicer, each Reserves Provider and each Class B Notes Subscriber will appoint BPCE as its agent (mandataire) (the "Transaction Agent") in order to be in charge of certain tasks, including in particular: (...)</i></p> <p><i>(j) make available in its name and on its behalf (in its capacity as originator): (i) to the Management Company, the relevant information in respect of the Sellers, the Servicers or the Purchased Home Loans, as are necessary for the Management Company to be in a position to comply with its duties under the second paragraph of sub-section "INFORMATION RELATING TO THE ISSUER – EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements" of this Prospectus (including data on the environmental performance of the properties financed by such Purchased Home Loans, if available) and with the specific requirements set out in the general provisions governing the Eurosystem's collateral framework (Guidelines ECB/2015/510 as amended from time to time) and when any new relevant information on the environmental performance of the properties financed by the Home Loans within the meaning of Article 22(4) of the EU Securitisation Regulation becomes available, use reasonable commercial endeavours (obligation de moyens) to communicate such information to the Management Company;&gt;&gt;</i></p> <p>As to the impacts on sustainability factors, PCS was also informed that, for the time being, no specific publication is envisaged.</p> <p>Information on BPCE's sustainability policy is available in the subparagraph "1 PRESENTATION OF GROUPE BPCE - A responsible Group, productively engaged in the society".</p>	

**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	<b>STS Criteria</b> 70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Representations of compliance with this provision are contained in “EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements”, where it is stated that: <<(…) BPCE, as sponsor, and the Sellers, as originators, shall be responsible for the compliance with article 7 of the EU Securitisation Regulation, in accordance with article 22(5) 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	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Representations of compliance with this provision are contained in section “INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements”, where it is stated that:  <<(1) before pricing, the Management Company has made available to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, potential investors: (...)  (c) upon request, loan-level data with respect to the Purchased Home Loans, as required by and in accordance with Articles 7(1)(a) and 22(5) of the EU Securitisation Regulation using the then applicable template for disclosure;>>.	
72	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Representations of compliance with this provision are contained in section “INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements”, where it is stated that:  <<(1) before pricing, the Management Company has made available to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, potential investors: (...) 	

(a) all underlying documentation that is essential for the understanding of the transaction described in this Prospectus (being, the preliminary Prospectus and the drafts Transaction Documents (other than the draft Class A Notes Subscription Agreement)) as required by and in accordance with Articles 7(1)(b) and 22(5) of the EU Securitisation Regulation;

(b) the draft STS notification as required by and in accordance with Articles 7(1)(d) and 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.

See also the statements regarding the provision of pre-pricing information in "II. SERVICING OF THE HOME LOANS - INFORMATION".

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

73	<p><b>STS Criteria</b></p> <p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Representations of compliance with this provision are contained in section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:</p> <p>&lt;&lt;(2) on or before the Issue Date or within 15 calendar days following the Issue Date at the latest, the Management Company shall publish:</p> <p>(a) all underlying documentation that is essential for the understanding of the transaction described in this Prospectus (being, the Prospectus and the Transaction Documents (other than the Class A Notes Subscription Agreement)), as required by and in accordance with Articles 7(1)(b) and 22(5) of the EU Securitisation Regulation; and</p> <p>(b) the STS notification referred to in article 27 of the EU Securitisation Regulation, as required by and in accordance with Articles 7(1)(d) and 22(5) of the EU Securitisation Regulation;&gt;&gt;.</p> <p>See also the covenant of BPCE as Sponsor and Transaction Agent to provide the Management Company with ongoing information, contained in "II. SERVICING OF THE HOME LOANS - INFORMATION".</p> <p>PCS notes the existence of the required covenant in the Prospectus.</p> <p>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 Sellers to comply with this requirement.</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:

(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;

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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

See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:

<<(3) on a quarterly basis and within one (1) month of each Payment Date, the Management Company shall publish loan-level data with respect to the Purchased Home Loans, as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation which shall be provided in the form of the standardised template set out in Annex II of the Commission Delegated Regulation (EU) 2020/1224;>>.

See also the covenant of BPCE as Sponsor and Transaction Agent to provide the Management Company with ongoing information, contained in "II. SERVICING OF THE HOME LOANS - INFORMATION".

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

**Verified?**  
**YES**

- (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;

**PCS Comments**

See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:

*<<(…) For the purposes of article 7(2) of EU Securitisation Regulation, BPCE, as sponsor, the Sellers, as originators and the Management Company on behalf of the Issuer have agreed in the Home Loans Purchase and Servicing Agreement that the Issuer will act as Reporting Entity in order to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the article 7(1) and article 22(5) of EU Securitisation Regulation. In each case, information shall be made available by the Management Company on behalf of the Issuer to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors and shall be published by means of the Securitisation Repository, as follows:*

*(1) before pricing, the Management Company has made available to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, potential investors:*

*(a) all underlying documentation that is essential for the understanding of the transaction described in this Prospectus (being, the preliminary Prospectus and the drafts Transaction Documents (other than the draft Class A Notes Subscription Agreement)) as required by and in accordance with Articles 7(1)(b) and 22(5) of the EU Securitisation Regulation;>>.*

See also the definition of "Transaction Documents", as follows:

*<<Transaction Documents means the Issuer Regulations, the Home Loans Purchase and Servicing Agreement and any Transfer Document, the Transaction Agent Agreement, the Account Bank Agreement, the Agency Agreement, the Class A Notes Subscription Agreement, the Interest Rate Swap Agreement, the Class B Notes Subscription Agreement, the Residual Units Subscription Agreement, the Data Protection Agreement, the Specially Dedicated Account Bank Agreement(s), the Reserve Cash Deposits Agreement and the Custodian Acceptance Letter.>>.*

PCS has considered the definition of Transaction Documents 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><u>STS Criteria</u></b> 76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> The PoPs are contained in the Issuer Regulation – Clause 17 ( <i>Priorities of Payments</i> ). See also Prospectus, “Funds Allocation Rules and Priority of Payments” and the PoPs detailed in the subsequent paragraphs for the Amortisation Period and for the case of Accelerated Amortisation Period and on the Issuer Liquidation Date.	

**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><u>STS Criteria</u></b> 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: (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><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> 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;

<b>78</b> <b>STS Criteria</b> 78. (d) in the case of STS securitisations, the STS notification referred to in Article 27	<b>Verified?</b> <b>YES</b>
<b>PCS Comments</b> <p>See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:</p> <p>&lt;&lt;(1) before pricing, the Management Company has made available to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, potential investors: (...)</p> <p>(b) the draft STS notification as required by and in accordance with Articles 7(1)(d) and 22(5) of the EU Securitisation Regulation; (...) &gt;&gt;.</p> <p>It is also noted that:</p> <p>&lt;&lt;For the purpose of the STS notification, each of BPCE, as sponsor and the Sellers, as originators, have designated BPCE, as sponsor, pursuant to the provisions of the Transaction Agent Agreement, to act as first contact point for investors and competent authorities within the meaning of paragraph 3 of article 27(1) of the EU Securitisation Regulation.&gt;&gt;.</p> <p>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.</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:

(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.

<b>79</b> <b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
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**PCS Comments**

See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", paragraph (4) setting out the obligation of publishing the Securitisation Regulation Investor Report on a quarterly basis and the relevant contents:

<<(4) on a quarterly basis and within one (1) month of each Payment Date and simultaneously with the information provided under item (3) above, the Management Company shall publish the relevant EU Securitisation Regulation Investor Report, as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation, which shall be provided in the form of the standardised template set out in Annex XII of the Commission Delegated Regulation (EU) 2020/1224, setting out: (...)>>.

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 RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:

<<(6) the Management Company shall publish without delay.

(a) in accordance with Article 7(1)(f) of the EU Securitisation Regulation, any inside information relating to the securitisation that the Sellers as originators or the Issuer as SSPE are obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council (2) on insider dealing and market manipulation; (...)>>.

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 RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:

*<<(6) the Management Company shall publish without delay, (...)*

*(b) in accordance with article 7(1)(g) of the EU Securitisation Regulation, any significant event, such as:*

- (i) any material breach of the obligations provided for in any Transaction Documents, including any remedy, waiver or consent subsequently provided in relation to such a breach;*
- (ii) any change in the structural features that can materially impact the performance of the securitisation;*
- (iii) any change in the risk characteristics of the securitisation or of the Purchased Home Loans that can materially impact the performance of the securitisation;*
- (iv) the Transaction ceasing to meet the STS requirements or competent authorities having taken remedial or administrative actions;*

*such information to be provided in the form set out in Annex XIV of the Commission Delegated Regulation (EU) 2020/1224.>>.*

See also statement in §(5) of "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is provided that:

*<<(5) the Management Company shall publish without delay, in accordance with Article 7(1)(g)(v) of the EU Securitisation Regulation, any material amendment to any Transaction Documents (other than the Class A Notes Subscription Agreement) (provided that, as indicated in Section "MODIFICATIONS TO THE TRANSACTION", any amendments to the Issuer Regulations shall be notified to the Noteholders and the Residual Unitholder(s), it being specified that such amendments shall be, automatically and without any further formalities (de plein droit), enforceable as against such Noteholders and Residual Unitholder(s) within three (3) Business Days after they have been notified thereof); and (...)>>.*

See also "3. RISK RELATED TO THIRD PARTIES – 3.1 Servicing - Reliance on Servicing Procedures", where it is stated that

*<<Furthermore, any material amendment to or substitution of the Servicing Procedures shall require the prior information of the Management Company (with a copy to the Custodian). The Rating Agencies shall be informed by the Management Company of any such material amendment to or substitution of Servicing Procedures and an overview of any such substantial amendment to or substitution of Servicing Procedures will be provided to investors on a quarterly basis and within one (1) month of each Payment Date (provided that such information shall be reported prior to such date, if necessary to make sure that such information is reported to investors without undue delay).>>.*

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)

82	<p><b><u>STS Criteria</u></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><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", paragraph (3) – for the loan-level data, and (4) for the EU Securitisation Regulation Investor Report.</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	<p><b><u>STS Criteria</u></b></p> <p>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</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", paragraph (6) – confirming the frequency of the information under Article 7(1)(f) and Article 7(1)(g), which shall be published without delay:</p> <p>&lt;&lt;(6) the Management Company <u>shall publish without delay</u>,</p> <p>(a) <u>in accordance with Article 7(1)(f) of the EU Securitisation Regulation</u>, any <u>inside information</u> relating to the securitisation that the Sellers as originators or the Issuer as SSPE are obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council (2) on insider dealing and market manipulation; and</p> <p>(b) <u>in accordance with article 7(1)(g) of the EU Securitisation Regulation</u>, any <u>significant event</u>, such as:</p> <p>(i) any material breach of the obligations provided for in any Transaction Documents, including any remedy, waiver or consent subsequently provided in relation to such a breach;</p> <p>(ii) any change in the structural features that can materially impact the performance of the securitisation;</p>	

(iii) any change in the risk characteristics of the securitisation or of the Purchased Home Loans that can materially impact the performance of the securitisation;

(iv) the Transaction ceasing to meet the STS requirements or competent authorities having taken remedial or administrative actions;

such information to be provided in the form set out in Annex XIV of the Commission Delegated Regulation (EU) 2020/1224.>>.

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 "INFORMATION RELATING TO THE ISSUER - EU Securitisation Regulation and UK Securitisation Regulation Transparency Requirements", where it is stated that:

<<(…) For the purposes of article 7(2) of EU Securitisation Regulation, BPCE, as sponsor, the Sellers, as originators and the Management Company on behalf of the Issuer have agreed in the Home Loans Purchase and Servicing Agreement that the Issuer will act as Reporting Entity in order to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the article 7(1) and article 22(5) of EU Securitisation Regulation. In each case, information shall be made available by the Management Company on behalf of the Issuer to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors and shall be published by means of the Securitisation Repository, as follows: (...)>>.

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 will act as Reporting Entity
- The Securitisation Repository will be: <<Securitisation Repository means on the Issue Date, the European Data Warehouse internet website (being, as at the date of this Prospectus, [www.eurodw.eu](http://www.eurodw.eu)) and after the Issue Date any replacement or additional securitisation repository registered with the European Securities and Markets Authority in accordance with Article 10 of the EU Securitisation Regulation.>>

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, and that pursuant to Clause 51.4.8 of the Issuer Regulations: <<In case of replacement of the initial Securitisation Repository, the Management Company shall inform the Noteholders accordingly.>>.

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.