

STS Term Verification Checklist

FCT CA LEASING 2023-1



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

15th November 2023

Analyst: Mark Lewis | Contact: ✉ mark.lewis@pcsmarket.org / ☎ +44 203 866 5002

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

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

15th November 2023

STS Disclaimer

Neither an STS Verification, nor a CRR Assessment, nor an LCR Assessment is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under Markets in Financial Instruments Directive (2004/39/EC) and none are a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC).

PCS EU and PCS UK are authorised respectively by the French *Autorité des Marchés Financiers* and by the United Kingdom Financial Conduct Authority as third parties verifying STS compliance pursuant to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”).

Currently, none of the activities involved in providing an CRR Assessment are endorsed or regulated by any regulatory and/or supervisory authority nor are the PCS Association or PCS EU regulated by any regulator and/or supervisory authority including the Belgian Financial Services and Markets Authority, the United Kingdom Financial Conduct Authority, the French *Autorité des Marchés Financiers* or the European Securities and Markets Authority.

By assessing the CRR status of any securities or financing, neither the PCS Association nor PCS UK nor PCS EU express any views about the creditworthiness of these securities or financings or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities or financings.

Equally, by completing (either positively or negatively) any CRR status assessment of certain instruments, no statement of any kind is made as to the value or price of these instruments or the appropriateness of the interest rate they carry (if any).

In the provision of any CRR Assessment, PCS has based its decision on information provided directly and indirectly by the originator or sponsor of the relevant securitisation. Specifically, it has relied on statements made in the relevant prospectus or deal sheet, documentation and/or in certificates provided by, or on behalf of, the originator or sponsor in accordance with PCS’ published procedures for the relevant PCS verification or assessment. You should make yourself familiar with these procedures to understand fully how any PCS service is completed. These can be found at <https://pcsmarket.org/> (the “**PCS Website**”). Neither the PCS Association nor PCS UK nor PCS EU undertake their own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the relevant instruments and the completion of any CRR Assessment is not a confirmation or implication that the information provided to it by or on behalf of the originator or sponsor is accurate or complete.

The PCS entities take reasonable measures to ensure the quality and accuracy of the information on www.pcsmarket.org. However, neither the PCS Association nor PCS UK nor PCS EU can be held liable in any way for the inaccuracy or incompleteness of any information that is available on or through the PCS Website. In addition, neither the PCS Association nor PCS UK nor PCS EU can in any way be held liable or responsible for the content of any website linked to the PCS Website.

To understand the meaning and limitations of any CRR Assessment you must read the [General Disclaimer](#) that appears on the PCS Website.

When entering any of the “Transaction” sections of the PCS Website, you will be asked to declare that you are allowed to do so under the legislation of your country. The circulation and distribution of information regarding securitisation instruments (including securities) that is available on the PCS Website may be restricted in certain jurisdictions. Persons receiving any information or documents with respect to or in connection with instruments (including securities) available on the PCS Website are required to inform themselves of and to observe all applicable restrictions.

PRIME COLLATERALISED SECURITIES (PCS) – STS Verification

Individual(s) undertaking the assessment	Mark Lewis
Date of Verification	15 November 2023
The transaction to be verified (the “Transaction”)	FCT CA LEASING 2023-1
Issuer	FCT CA LEASING 2023-1
Originator/STS Originator	LixxBail / Crédit Agricole Leasing & Factoring
Lead Manager	Crédit Agricole Corporate and Investment Bank
Transaction Legal Counsel	Orrick Herrington & Sutcliffe (Europe) LLP
Rating Agencies	Fitch and DBRS
Stock Exchange	Regulated market of Euronext in Paris (Euronext Paris)
Closing Date	15 November 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)	True sale	1	✓
20(2-4)	Severe clawback	2	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria, active portfolio management, and exposure transferred after closing	6 - 8	✓
20(8)	Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 49	✓
21(7)	Duties, responsibilities, and replacement of transaction parties	50 - 52	✓
21(8)	Expertise of the servicer	53 - 54	✓
21(9)	Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	55 - 59	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	60 - 61	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	62 - 64	✓
22(2)	AUP/asset verification	65 - 66	✓
22(3)	Liability cashflow model	67 - 68	✓
22(4)	Environmental performance of asset	69	✓
22(5)	Responsibility for article 7, information disclosure before pricing and 15 days after closing	70 - 73	✓
7(1)	Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay	74 - 83	✓
7(2)	Transparency requirements: securitisation repository, designation of responsible entity	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 SALE AND PURCHASE OF THE SERIES OF RECEIVABLES

Transfer of the Series of Receivables and of the Ancillary Rights

Pursuant to Article L. 214-169 V 1° and Article L. 214-169 V 2° of the French Monetary and Financial Code, the transfer of the Series of Receivables and their Ancillary Rights by the Seller to the Issuer shall be made by way of a "deed of transfer" (acte de cession de créances) satisfying the requirements of Article L. 214-169 V 2° and Article D. 214-227 of the French Monetary and Financial Code.

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

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

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

Pursuant to Article D. 214-227 of the French Monetary and Financial Code the Seller or the Servicer shall, when required to do so by the Management Company, carry out any act of formality in order to protect, amend, perfect, release or enforce any of the Ancillary Rights relating to the Purchased Receivables.

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

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

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

Article 20.2 For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:

(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;

(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.

Article 20.3. For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.

2

STS Criteria

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

Verified?

YES

PCS Comments

The Seller is incorporated and authorised as a credit institution in France (see section "The Seller" of the Prospectus) and in case of insolvency, French law would be applicable to the relevant insolvency action.

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

Article 20.4. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

3

STS Criteria

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

Verified?

YES

PCS Comments

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

Seller's Receivables Warranties

(c) each Lease Receivable derives from a Lease Agreement which:

(iii) relates to a lease (crédit-bail, location avec option d'achat or location financière) over equipment and has been originated in France in the ordinary course of the Seller's business pursuant to underwriting standards for leases that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised;

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.

4

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

Verified?
YES

PCS Comments

Article 20.5 does not apply as the transfer is perfected.

See SALE AND PURCHASE OF THE SERIES OF RECEIVABLES

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

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

See Notification of the assignment of the Purchased Receivables to the Lessees and other Debtors

Therefore, no perfection of title is required by Article L.214-169 V of the French Monetary and Financial Code to perfect the Issuer's legal title to the Purchased Receivables.

However, until Lessees and other Debtors have been notified of the assignment of the Purchased Receivables by the Management Company or any authorised third party, they may discharge their payment obligations by making direct payments to the Seller.

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 the seller to the SPV. 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.

5

STS Criteria

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

**Verified?
YES**

PCS Comments

Seller's Receivables Warranties

(e) to the best of the Seller's knowledge, each Receivable and its Ancillary Rights are free and clear of any right that could be exercised by third parties against the Seller or the Issuer and is not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the assignment to the Issuer with the same legal effect on the Purchase Date;

(f) the Seller is the sole creditor and has full title to each Receivable and its Ancillary Rights;

(g) none of the Receivable or its Ancillary Rights is subject, either totally or partially, to assignment, delegation or pledge, attachment claim, set-off claims or rights of set-off or encumbrance of whatever type which would constitute an impediment to the purported assignment by the Seller to the Issuer;

Article 20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

6

STS Criteria

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

**Verified?
YES**

PCS Comments

See THE LEASE AGREEMENTS AND THE SERIES OF RECEIVABLES

	Eligibility Criteria and Seller's Receivables Warranties	
	Pursuant to the Master Receivables Sale and Purchase Agreement, the Seller will represent and warrant to the Management Company, acting for and on behalf of the Issuer, that each Receivable offered for sale on the Purchase Date shall satisfy the Eligibility Criteria as of the Purchase Date...	
7	<p>STS Criteria</p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>No Active Portfolio Management of the Purchased Receivables</p> <p>Pursuant to the Issuer Regulations the Issuer will never engage in any active portfolio management of the Purchased Receivables on a discretionary basis within the meaning of Article 20(7) of the EU Securitisation Regulation.</p> <p>Indeed, the EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of "active portfolio management". To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion is deemed met.</p> <p>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".</p> <p>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.</p>	
8	<p>STS Criteria</p> <p>8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>This is not a revolving transaction and no further receivables may be sold to the Issuer. Therefore, this criterion is not applicable.</p>	

Article 20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.

9

STS Criteria

9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.

Verified?
YES

PCS Comments

See Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 20 (Requirements relating to simplicity) of the EU Securitisation Regulation

“(8). Insofar as regards the requirements stemming from Article 20(8) of the EU Securitisation Regulation:

(i) with respect to the requirement that the Purchased Receivables be homogeneous in terms of asset type, taking into account the cash flows, credit risk and prepayment characteristics of the Eligible Receivables, reference is made to the representations and warranties to be made by the Seller on the Purchase Date in respect of the Series of Receivables to be assigned to the Issuer and the related Lease Agreements pursuant to the Master Receivables Sale and Purchase Agreement, as set out in section “THE LEASE AGREEMENTS AND THE SERIES OF RECEIVABLES – Seller’s Receivables Warranties” and the representations, warranties and undertakings of the Servicer under the Servicing Agreement as set out in section “SERVICING OF THE PURCHASED RECEIVABLES – Servicer’s representations, warranties and undertakings”, based on which the Purchased Receivables satisfy the homogeneity conditions of Article 1(b) of the RTS Homogeneity (as the Seller will represent that each such Purchased Receivables has been originated in France in the ordinary course of the Seller’s business pursuant to underwriting standards for equipment leases that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised), Article 1(c) of the RTS Homogeneity (as the Servicer will represent, warrant and undertake to service and administer the Purchased Receivables pursuant to (A) the provisions of the Servicing Agreement and (B) to the Servicing Procedures), Article 1(a) of the RTS Homogeneity (as the Seller will represent that each Lease Agreement relates to a lease (crédit-bail, location avec option d’achat or location financière) over equipment) and Article 2(3)(b)(i) of the RTS Homogeneity (as the Seller will represent that the corresponding Lessee is resident and/or incorporated in metropolitan France);

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

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

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

In the Transaction, the loans were underwritten on a similar basis by Lixxbail, they are being serviced by Crédit Agricole Leasing & Factoring according to similar servicing procedures, they are a single asset class – credit facilities, including loans and leases, provided to any type of enterprise or corporation – 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	<p>STS Criteria</p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>Seller's Receivables Warranties</p> <p>(c) each Lease Receivable derives from a Lease Agreement which:</p> <p>(iv) constitutes legal, valid, binding and enforceable contractual obligations of the relevant Lessee with full recourse to the relevant Lessee, subject to insolvency laws affecting creditors generally;</p>	
11	<p>STS Criteria</p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 10 above.</p>	

Article 20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.

12	<p>STS Criteria</p> <p>12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>Eligibility Criteria of the Lease Agreements</p> <p>(iv) Other than any Purchase Option Instalment, the Lease Agreement provides for the payment of a constant monthly, quarterly, semi-annual or annual instalment through to maturity.</p>	
13	<p>STS Criteria</p> <p>13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See "Ancillary Right" means with respect to any Lease Agreement, any rights, guarantees, security contracts (including, without limitation, any indemnities, fees, penalties, recoveries, pledge and privilege) or insurance policies (except where already included in the Insurance Receivables) or claims benefiting to the Seller and which secure or guarantee the payment of the Lease Receivable under the terms of the corresponding Lease Agreement and are accessories to such Lease Receivable.</p>	

“Collections” means all amounts collected by the Servicer with respect to the Purchased Receivables during a Collection Period, including Lease Instalments, Recoveries, any amounts paid by any Insurance Company in respect of the Insurance Policies, arrears, late payments and ancillary payments.

“Collective Insurance Contract” means any collective payment protection insurance contract entered into in connection with a Lease Agreement.

“Individual Insurance Contract” means any individual payment protection insurance contract entered into in connection with a Lease Agreement.

“Insurance Company” means any insurance company which has entered into Insurance Policies with the Lessees or Crédit Agricole Leasing & Factoring.

“Insurance Policy” means any insurance policy entered into or adhered to by the Lessees or Crédit Agricole Leasing & Factoring under the framework of a Collective Insurance Contract or an Individual Insurance Contract.

“Insurance Premium” means any insurance premium owed by the Lessee under any Collective Insurance Contract and paid by the Lessee together with the Lease Instalments, pursuant to the terms of the relevant Lease Agreement.

“Insurance Receivable” means, in respect of any Leased Asset, the Seller's right and interest in any amount (excluding VAT) payable by any Insurance Company to the Seller:

- (a) as beneficiary of a Collective Insurance Contract; and
- (b) as delegate (délégataire) or assignee (cessionnaire) of the relevant Lessee(s) pursuant to any Individual Insurance Contract.

The transaction may benefit from insurance Receivables although there may be circumstances where this is not available to the transaction as detailed in the prospectus.

Article 20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.

14

STS Criteria

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

Verified?
YES

PCS Comments

See Seller's Receivables Warranties

(k) no Receivable includes transferable securities as defined in point (44) of Article 4(1) of MiFID II, any securitisation position or any derivative;

Article 20.9. The underlying exposures shall not include any securitisation position.		
15	STS Criteria 15. The underlying exposures shall not include any securitisation position.	Verified? YES
	PCS Comments See comments to point 14 above.	

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	STS Criteria 16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	Verified? YES
	PCS Comments Seller's Receivables Warranties (c) each Lease Receivable derives from a Lease Agreement which: (iii) relates to a lease (crédit-bail, location avec option d'achat or location financière) over equipment and has been originated in France in the ordinary course of the Seller's business pursuant to underwriting standards for leases that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised;	
17	STS Criteria 17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	Verified? YES
	PCS Comments See item 16 above.	

Article 20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.

18	STS Criteria	Verified? YES
	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.	

PCS Comments

In light of the fact that this transaction is not revolving, there is no further requirement for disclosure to potential investors.
See also item 16 above.

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	Verified? YES
	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.	

PCS Comments

Not applicable as this transaction involves business leases only.

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	Verified? YES
	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.	

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.
Additional Representations and Warranties

(b) with reference to Article 9 of the EU Securitisation Regulation, it has:

(x) applied to the Lease Receivables which will be transferred to the Issuer the same sound and well-defined criteria for credit-granting which it applies to non-securitised Receivables; and

(y) effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the Lessee’s creditworthiness taking appropriate account of factors relevant to verifying the prospect of such Lessee meeting his/her obligations under each such Lease Agreement;

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
	<p>PCS Comments</p> <p>See Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 20 (Requirements relating to simplicity) of the EU Securitisation Regulation</p> <p>(10) (iv) with respect to the expertise of Crédit Agricole Leasing & Factoring, as originator, Crédit Agricole Leasing & Factoring, as originator will represent and warrant in the Master Receivables Sale and Purchase Agreement that its business has included the origination of exposures of a similar nature as the Purchased Receivables for at least five (5) years prior to the Issue Date and reference is made to item (d) of “Additional Representations and Warranties” in “THE LEASE AGREEMENTS AND THE SERIES OF RECEIVABLES”.</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...

22	STS Criteria 22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	Verified? YES
	<p>PCS Comments</p> <p>See Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 20 (Requirements relating to simplicity) of the EU Securitisation Regulation</p> <p>(ii) pursuant to the Master Receivables Sale and Purchase Agreement, the Series of Receivables forming part of the initial pool have been selected on 30 September 2023 and shall be assigned by the Seller to the Issuer on the Purchase Date. “Purchase Date” means the Issue Date.</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>STS Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See Eligibility Criteria of the Series of Receivables</p> <p>(v) The Series of Receivables does not comprise any Receivable which is in arrears, a Defaulted Receivable, a doubtful receivable (créance douteuse) or subject to litigation (litigieuse), a written-off receivable or a defaulted receivable within the meaning of Article 178(1) of EU CRR.</p> <p>See Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 20 (Requirements relating to simplicity) of the EU Securitisation Regulation</p> <p>(i) the Seller will represent and warrant in the Master Receivables Sale and Purchase Agreement on the Purchase Date that (a) no Receivable is a written-off receivable or a defaulted receivable within the meaning of Article 178(1) of Regulation (EU) No 575/2013), a Receivable which is in arrears, a Defaulted Receivable generally is a doubtful receivable (créance douteuse) or subject to litigation (litigieuse)</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	<p>STS Criteria</p> <p>24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p>	<p>Verified? YES</p>
----	---	--

PCS Comments

The note below applies to points from 24 to 29.

Eligibility Criteria of the Lessee

(vi) To the best of the Seller's knowledge, on the basis of (x) information obtained from the corresponding Lessee on origination of the Lease Receivables, (y) information obtained from the Servicer in the course of its servicing of the Lease Receivables or in the course of its risk-management procedures or (z) information notified to the Seller by a third party, the Lessee in respect of the Lease Receivable is not a credit-impaired debtor meaning a person who:

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 nonperforming exposures within three years prior to the date of transfer of the said Receivable by the Seller to the Issuer, except if:

i. no restructured exposure owed by such Lessee has presented any 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 Lease Receivable by the Seller to the Issuer; and

ii. the information provided by the Seller and the Issuer in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation explicitly sets out the proportion of restructured receivables, the time and details of the restructuring as well as their performance since the date of 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 Seller; 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 receivables held by the Seller and which are not assigned to the Issuer,

provided that, for the purpose of this paragraph (vi):

(I) debt dismissal or reschedule will refer to (x) a review by a jurisdiction pursuant to Article 1343-5 of the French Civil Code (or, before 1 October 2016, Article 1244-1 of the French civil Code) before a court or (y) an agreement between a debtor and his creditors to a debt dismissal or reschedule;

(II) the information available to the Seller may relate to a period shorter than three (3) years if the relevant Lessee has had a contractual relationship with the Seller for less than (3) years;

(III) the registry referred to in paragraph b. above refers to credit specific database such as Banque de France or Altares;

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.

25	<p>Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.</p> <p>Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.</p> <p>In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisation. It is clear to PCS that the “credit impaired” prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of “sub-prime”. Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a “prime/plain vanilla” transaction with no “sub-prime” aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.</p> <p>To determine whether this requirement is met, PCS has discussed this matter with the Seller 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”.</p> <p>Based on the representation quoted above, PCS reached sufficient evidence that this requirement is satisfied.</p>	<p>Verified? YES</p>
	<p>STC Criteria</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>PCS Comments</p> <p>See item 25 above.</p>	
26	<p>STC Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 25 above.</p>	
27	<p>STC Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 25 above.</p>	

28	<p>STS Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 25 above.</p>	
29	<p>STS Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 25 above.</p>	
30	<p>STS Criteria</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>Verified? YES</p>
	<p>PCS Comments</p> <p>See item 25 above.</p>	

Article 20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

31	<p>STS Criteria</p> <p>31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See Eligibility Criteria of the Series of Receivables</p> <p>(iii) The Series of Receivables has given rise to at least one (1) Lease Instalment, which has been paid to the Seller by the relevant Lessee.</p>	

Article 20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.

The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.

32	<p>STS Criteria</p> <p>32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>There is no residual value exposure in this transaction.</p> <p>See Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 20 (Requirements relating to simplicity) of the EU Securitisation Regulation</p> <p>(13) Insofar as regards the requirements stemming from Article 20(13) of the EU Securitisation Regulation, whereby the repayments to be made to the Noteholders by the Issuer shall not be structured to depend predominantly on the sale of the Leased Assets, reference is made to the section "SOURCES OF FUNDS TO PAY THE NOTES, CASHFLOWS, CALCULATIONS, DISTRIBUTIONS AND PRIORITY OF PAYMENTS" and to the fact that and to the fact that the Seller will represent and warrant in the Master Receivables Sale and Purchase Agreement on the Purchase Date that other than any Purchase Option Instalment, the Lease Agreement provides for the payment of a constant monthly, quarterly, semi-annual or annual instalment through maturity (see item (iv) of "Eligibility Criteria - Eligibility Criteria of the Series of Receivables" in section "THE LEASE AGREEMENTS AND THE SERIES OF RECEIVABLES").</p>	

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

33	STS Criteria	Verified? YES
	<p>33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.</p> <p>PCS Comments</p> <p>See SECURITISATION REGULATIONS INFORMATION Retention Requirements under the EU Securitisation Regulation and the UK Securitisation Regulation</p> <p>Under the Listed Notes Subscription Agreement, Crédit Agricole Leasing & Factoring has:</p> <p>(a) undertaken to retain, on an ongoing basis, a material net economic interest of not less than five per cent. (5%) in the Securitisation through the subscription of the Class C Notes (the “Retention Notes”), as contemplated pursuant to paragraph (d) of Article 6(3) of the EU Securitisation Regulation. As at the Issue Date, the requirements under Article 6 (Risk retention) of the UK Securitisation Regulation are aligned with the requirements under Article 6 (Risk retention) of the EU Securitisation Regulation and as a result thereof, on the Issue Date, such material net economic interest is also retained in accordance with paragraph (d) of Article 6(3) of the UK Securitisation Regulation;</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	STS Criteria	Verified? YES
	<p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p> <p>PCS Comments</p> <p>See Risk Factors 1.7 to 1.10 on interest rate risk</p> <p>See THE INTEREST RATE SWAP AGREEMENT</p> <p>See sections on “The Hedging Strategy of the Issuer” and “Purpose of the Issuer – Funding Strategy and Hedging Strategy of the Issuer”</p>	
35	STS Criteria	Verified? YES
	<p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p> <p>PCS Comments</p> <p>We note that since both the receivables and the Notes are denominated in Euros, there is no currency risk.</p>	

36	STS Criteria 36. Any measures taken to that effect shall be disclosed.	Verified? YES
	PCS Comments See points 34 and 35 above.	

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	STS Criteria 37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	Verified? YES
	PCS Comments See "Restrictions on Activities" where it is stated that: Pursuant to the Issuer Regulations the Issuer shall not: (i) enter into any derivative agreement (including credit default swap) other than the Interest Rate Swap Agreement; This item is met.	
38	STS Criteria 38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	Verified? YES
	PCS Comments Seller's Receivables Warranties (k) no Receivable includes transferable securities as defined in point (44) of Article 4(1) of MiFID II, any securitisation position or any derivative;	

39	STS Criteria 39. Those derivatives shall be underwritten and documented according to common standards in international finance.	Verified? YES
	PCS Comments "Interest Rate Swap Agreement" means the 2013 Fédération Bancaire Française (FBF) master agreement (convention-cadre relative aux opérations sur instruments financiers à terme), as amended by a supplementary schedule and supplemented by a collateral annex, dated the Signing Date and made between the Management Company and the Interest Rate Swap Counterparty.	

Article 21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.

40	STS Criteria 40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	Verified? YES
	PCS Comments As for assets: These are fixed rate in nature As for liabilities: The Class A and B notes are Euribor based and the Class C notes are fixed rate 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	STS Criteria	41. Where an enforcement or an acceleration notice has been delivered: (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;	Verified? YES
	PCS Comments		
42	STS Criteria	42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;	Verified? YES
	PCS Comments		
43	STS Criteria	43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	Verified? YES
	PCS Comments		

44	STS Criteria	Verified? YES
	<p>44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p> <p>PCS Comments</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 Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation</p> <p>Article 21 (Requirements relating to standardisation) of the EU Securitisation Regulation</p> <p>(4) (iv) no automatic liquidation for market value of the Purchased Receivables is required under the Transaction Documents.</p>	

Article 21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.

45	STS Criteria	Verified? YES
	<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>PCS Comments</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 Normal Redemption Period and Accelerated Redemption Period scenarios: see "Application of Funds". See also item 43 above.</p> <p>Therefore, the above requirement is satisfied.</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	STS Criteria		Verified? YES
	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;		
PCS Comments			
No revolving period is contemplated. This requirement does not apply.			
47	STS Criteria		Verified? YES
	47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;		
PCS Comments			
No revolving period is contemplated. This requirement does not apply.			
48	STS Criteria		Verified? YES
	48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);		
PCS Comments			
No revolving period is contemplated. This requirement does not apply.			
49	STS Criteria		Verified? YES
	49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).		
PCS Comments			
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><u>STS Criteria</u></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>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p> <p>For the Servicer, see “The Servicing Agreement”.</p> <p>For other service providers, see “THE TRANSACTION PARTIES”.</p> <p>The Management Company</p> <p>The Custodian</p> <p>The General Reserve Deposit Provider</p> <p>The Commingling Reserve Deposit Provider</p> <p>The Performance Reserve Deposit Provider</p> <p>The Account Bank</p> <p>The Paying Agent and Listing Agent</p> <p>The Data Protection Agent</p> <p>The Interest Rate Swap Counterparty</p> <p>The Registrar</p> <p>The Issuer Statutory Auditor</p> <p>The Lead Manager</p> <p>The Arranger</p>	

51	STS Criteria 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	Verified? YES
	PCS Comments See "The Servicing Agreement". Substitution of the Servicer and Appointment of a Replacement Servicer	
52	STS Criteria 52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	Verified? YES
	PCS Comments Interest Rate Swap - THE INTEREST RATE SWAP AGREEMENT, Termination Bank Accounts – See Issuer Bank Accounts, Termination of the Account Bank Agreement and TRIGGERS TABLES 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 THE SERVICER and ORIGINATION, SERVICING AND COLLECTION PROCEDURES Servicer's representations, warranties and undertakings (vi) that, with reference to Article 21(8) of the EU Securitisation Regulation: (x) the business of the Servicer has included the servicing of exposures of a similar nature as the Purchased Receivables for at least five (5) years prior to the Purchase Date; and	

54	STS Criteria	54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	Verified? YES
	PCS Comments	<p>Servicer's representations, warranties and undertakings</p> <p>(vi) that, with reference to Article 21(8) of the EU Securitisation Regulation:</p> <p>(y) it has well documented and adequate policies, procedures and risk-management controls relating to the servicing of the Purchased Receivables;</p> <p>See THE SERVICER and ORIGINATION, SERVICING AND COLLECTION PROCEDURES, Collection and litigation</p>	
<p>Article 21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies</p>			
55	STS Criteria	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.	Verified? YES
	PCS Comments	<p>See THE SERVICER and ORIGINATION, SERVICING AND COLLECTION PROCEDURES, Collection and litigation</p>	
<p>Article 21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.</p>			
56	STS Criteria	56. The transaction documentation shall clearly specify the priorities of payment,	Verified? YES
	PCS Comments	<p>See Priority of Payments, (a) Priority of Payments during the Normal Redemption Period and (b) Priority of Payments during the Accelerated Redemption Period.</p> <p>See the Issuer Regulations (which include the Conditions of the Notes and the Priority of Payments);</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>	

57	STS Criteria 57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	Verified? YES
	PCS Comments The priority of payments changes following the occurrence of an Accelerated Redemption Event. See Priority of Payments, (a) Priority of Payments during the Normal Redemption Period and (b) Priority of Payments during the Accelerated Redemption Period. Also see TERMS AND CONDITIONS OF THE NOTES, 10. ACCELERATED REDEMPTION EVENTS PCS has reviewed the relevant documents to satisfy itself that this requirement is met.	
58	STS Criteria 58. The transaction documentation shall clearly specify the obligation to report such events.	Verified? YES
	PCS Comments See TERMS AND CONDITIONS OF THE NOTES, 10. ACCELERATED REDEMPTION EVENTS (b) Consequences of an Accelerated Redemption Event If an Accelerated Redemption Event occurs, the Normal Redemption Period shall terminate and the Accelerated Redemption Period shall irrevocably start on the day immediately following the occurrence of such Accelerated Redemption Event. "The occurrence of an Accelerated Redemption Event shall be reported to the Noteholders without undue delay in accordance with Condition 13 (Notice to the Noteholders)." See 13. NOTICE TO THE NOTEHOLDERS This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.	
59	STS Criteria 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.	Verified? YES
	PCS Comments See item 58 above. See also Transparency requirements under the EU Securitisation Regulation, Underlying Exposures Report, Investor Report, Inside Information Report and Significant Event Report under the EU Securitisation Regulation.	

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	Verified? YES
	<p>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</p> <p>PCS Comments</p> <p>See “TERMS AND CONDITIONS OF THE NOTES – 11. MEETING OF THE NOTEHOLDERS”. See in particular:</p> <p>(a) the method for calling meetings: subsection “(b) General Meetings of the Noteholders of each Class”.</p> <p>(b) the maximum timeframe for setting up a meeting: “General Meetings of the Noteholders of each Class”.</p> <p>(c) the required quorum: see “(c) (C) (i) Ordinary Resolutions - Quorum” and “(c) (D) (i) Extraordinary Resolutions - Quorum”.</p> <p>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision. See “(c) (C) (ii) Ordinary Resolutions - Quorum” and “(c) (D) (ii) Extraordinary Resolutions - Quorum”.</p> <p>(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 (A) Convening of General Meeting</p> <p>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.</p> <p>PCS has reviewed the documents to ascertain that all the five requirements above are indeed present.</p>	

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.

61	STS Criteria	Verified? YES
	<p>61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p> <p>PCS Comments</p> <p>See THE TRANSACTION PARTIES, The Management Company</p> <p>See THE TRANSACTION PARTIES, The Custodian</p>	

Article 22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.

62	STS Criteria 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,	Verified? YES
	PCS Comments See section "HISTORICAL INFORMATION DATA". See Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation "Information available prior to the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation Static and Dynamic Historical Data In accordance with Article 22(1) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring, as Originator, has undertaken to make available the Static and Dynamic Historical Data to potential investors through the EDW Website before the pricing of the Notes."	
63	STS Criteria 63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	Verified? YES
	PCS Comments See statements in this respect contained in item 62 above.	
64	STS Criteria 64. Those data shall cover a period no shorter than five years.	Verified? YES
	PCS Comments See statements in this respect contained in item 62 and 63 above.	

Article 22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.

65	STS Criteria 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,	Verified? YES
	<p>PCS Comments</p> <p>See Additional Representations and Warranties (f)</p> <p>(e) with reference to Article 22(2) of the EU Securitisation Regulation, a representative sample of the Lease Receivables has been subject to an external verification, applying a confidence level of ninety-five per cent. (95%) and an error margin rate of one per cent. (1%) by an appropriate and independent party prior to the issuance of the Notes, and in particular (i) verification that the statistical information relating to the portfolio of underlying exposures and the historical performance data received from the Seller and the expected weighted average lives of the Listed Notes are accurately disclosed in the Sub-sections entitled "STATISTICAL INFORMATION RELATING TO THE PROVISIONAL POOL", "HISTORICAL INFORMATION DATA" and "EXPECTED WEIGHTED AVERAGE LIFE OF THE LISTED NOTES AND ASSUMPTIONS" and (ii) compliance of the Provisional Pool with the Eligibility Criteria that were able to be tested prior to issuance of the Notes and the Seller has confirmed that no significant adverse findings have been found.</p> <p>See also statement: Applicable STS criteria under Article 20, Article 21 and Article 22 of the EU Securitisation Regulation, Article 22 (Requirements relating to transparency) of the EU Securitisation Regulation (2).</p>	
66	STS Criteria 66. Including verification that the data disclosed in respect of the underlying exposures is accurate.	Verified? YES
	<p>PCS Comments</p> <p>See item 66 above.</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.

67	STS Criteria 67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.	Verified? YES
	<p>PCS Comments</p> <p>See Transparency requirements under the EU Securitisation Regulation, Information available prior to the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation</p>	

	<p>Liability Cash Flow Model</p> <p>In accordance with Article 22(3) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring, as originator, has undertaken to make available to potential investors the Liability Cash Flow Model on the EDW Website before the pricing of the Notes.</p>	
68	<p><u>STS Criteria</u></p> <p>68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>See Transparency requirements under the EU Securitisation Regulation, Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation</p> <p>Liability Cash Flow Model</p> <p>In accordance with Article 22(3) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring, as originator, has undertaken to make the Liability Cash Flow Model available to the Noteholders on an ongoing basis on the EDW Website and to potential investors upon request. Crédit Agricole Leasing & Factoring has undertaken to update the Liability Cash Flow Model in case of significant changes in the cash flows.</p>	

Article 22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).

By way of derogation from the first subparagraph, originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors.

69	<p><u>STS Criteria</u></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><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>Not available, see ESMA Notification, boxes N150 and N151.</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	STS Criteria	Verified?
	70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	YES
PCS Comments		
See Transparency requirements under the EU Securitisation Regulation		
In accordance with Article 22(5) of the EU Securitisation Regulation and pursuant to the terms of the Master Receivables Sale and Purchase Agreement, and notwithstanding the designation of the Issuer, represented by the Management Company, as the Reporting Entity, Crédit Agricole Leasing & Factoring, as Originator, shall be responsible for the information provided in accordance with Article 7 (Transparency requirements for originators, sponsors and SSPEs) of the EU Securitisation Regulation.		

Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

71	STS Criteria	Verified?
	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.	YES
PCS Comments		
See Transparency requirements under the EU Securitisation Regulation, Information available prior to the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation		
Underlying Exposures Report		
In accordance with Article 22(5) of the EU Securitisation Regulation, the Underlying Exposures Report shall be made available by Crédit Agricole Leasing & Factoring, as Originator, to potential investors before the pricing of the Notes upon request.		
72	STS Criteria	Verified?
	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.	YES
PCS Comments		
See Transparency requirements under the EU Securitisation Regulation, Information available prior to the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation		
"Transaction Documents		

In accordance with Article 7(1)(b) and Article 22(5) of the EU Securitisation Regulation, the Management Company has undertaken to make available, upon request, to potential investors the drafts of the Transaction Documents that are essential for the understanding of the Securitisation and which are referred to in "Availability of Transaction Documents" below and listed in item 17 of section "General Information" below.

STS Notification

In accordance with Article 22(5) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring has undertaken to make available the draft of the STS notification established pursuant to Article 7(1)(d) of the EU Securitisation Regulation."

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

73

STS Criteria

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

Verified?

YES

PCS Comments

See Transparency requirements under the EU Securitisation Regulation, Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation

"Prospectus and Transaction Documents

In accordance with Article 7(1)(b) of the EU Securitisation Regulation, the Management Company has undertaken to make available, to Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and upon request, to potential investors, the final Prospectus and the Transaction Documents referred to in "Availability of Documents" below and listed in item 17 of "General Information".

In accordance with Article 22(5) of the EU Securitisation Regulation, the Management Company has undertaken to make available, to Noteholders at the latest fifteen (15) days after the Issue Date, the final Prospectus and the Transaction Documents referred to in "Availability of Documents" and listed in item 17 of "General Information".

All the criteria from 73 onwards are future event criteria.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;

74 STS Criteria

**Verified?
YES**

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,

PCS Comments

See Transparency requirements under the EU Securitisation Regulation, Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation

Underlying Exposures Report

With respect to the report referred to in Article 7(1)(a) of the EU Securitisation Regulation, please refer to "Underlying Exposures Report" below.

Underlying Exposures Report

In accordance with Article 7(1)(a) of the EU Securitisation Regulation, each quarter, no later than one (1) month after the due date for the payment of interest, the Reporting Entity shall make available the Underlying Exposures Report to the Noteholders on the EDW Website, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors. The Underlying Exposures Report shall be made available simultaneously with the Investor Report.

Investor Report

In accordance with Article 7(1)(e) of the EU Securitisation Regulation, each quarter, no later than one (1) month after the due date for the payment of interest, the Reporting Entity shall make available to the Noteholders on the EDW Website, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors and simultaneously with the Underlying Exposures Report:

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

- (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;
- (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
- (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
- (iv) the servicing, back-up servicing, administration and cash management agreements;
- (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
- (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

75 **STS Criteria**

75. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

- (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions
- (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
- (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
- (iv) the servicing, back-up servicing, administration and cash management agreements;
- (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
- (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

Verified?
YES

PCS Comments

See Transparency requirements under the EU Securitisation Regulation, Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation

"Prospectus and Transaction Documents

In accordance with Article 7(1)(b) of the EU Securitisation Regulation, the Management Company has undertaken to make available, to Noteholders, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and upon request, to potential investors, the final Prospectus and the Transaction Documents referred to in "Availability of Documents" below and listed in item 17 of "General Information".

In accordance with Article 22(5) of the EU Securitisation Regulation, the Management Company has undertaken to make available, to Noteholders at the latest fifteen (15) days after the Issue Date, the final Prospectus and the Transaction Documents referred to in "Availability of Documents" and listed in item 17 of "General Information".

See GENERAL INFORMATION, 16. Availability of documents

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

76	<u>STS Criteria</u> 76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	<u>Verified?</u> YES
	<u>PCS Comments</u> See Priority of Payments, (a) Priority of Payments during the Normal Redemption Period and (b) Priority of Payments during the Accelerated Redemption Period. See the Issuer Regulations (which include the Conditions of the Notes and the Priority of Payments);	

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;

77	<u>STS Criteria</u> 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;	<u>Verified?</u> YES
	<u>PCS Comments</u> The Prospectus is compliant with the EU Prospectus Regulation. This requirement is therefore not applicable.	

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

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

78	<p>STS Criteria</p> <p>78. (d) in the case of STS securitisations, the STS notification referred to in Article 27</p>	<p>Verified?</p> <p>YES</p>
	<p>PCS Comments</p> <p>Transparency requirements under the EU Securitisation Regulation</p> <p>1. Information available prior to the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation</p> <p>STS Notification</p> <p>In accordance with Article 22(5) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring, as Originator, has undertaken to make available the draft of the STS notification it has established pursuant to Article 7(1)(d) of the EU Securitisation Regulation.</p> <p>2. Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation</p> <p>STS Notification</p> <p>In accordance with Article 27(1) and Article 22(5) of the EU Securitisation Regulation, Crédit Agricole Leasing & Factoring, as originator, has undertaken to make available the final STS notification it has established pursuant to Article 7(1)(d) of the EU Securitisation Regulation.</p> <p>Crédit Agricole Leasing & Factoring, as originator, has undertaken to submit the STS notification to ESMA on or about the Issue Date with the intention that the Securitisation is to be included in the list administered by ESMA within the meaning of Article 27(5) of the EU Securitisation Regulation.</p> <p>The STS Notification, once notified to ESMA and once the ESMA will have included the Securitisation in the list published by ESMA as referred to in Article 27(5) of the EU Securitisation Regulation, will be available for download on the ESMA STS register website at https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre (or its successor website) (the "ESMA STS Register Website"). For the avoidance of doubt, the ESMA STS Register Website and the contents thereof do not form part of this Prospectus.</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.

79 STS Criteria

79. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:

- (i) all materially relevant data on the credit quality and performance of underlying exposures;
- (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,
- (ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

**Verified?
YES**

PCS Comments

See Transparency requirements under the EU Securitisation Regulation

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

Investor Report

In accordance with Article 7(1)(e) of the EU Securitisation Regulation, each quarter, no later than one (1) month after the due date for the payment of interest, the Reporting Entity shall make available to the Noteholders on the EDW Website, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors and simultaneously with the Underlying Exposures Report:

- (a) all materially relevant data on the credit quality and performance of the Purchased Receivables;
- (b) updated information in relation to the occurrence of any of the rating triggers and non-rating triggers referred to in section "TRIGGERS TABLES" including, for the avoidance of doubt, the occurrence of an Accelerated Redemption Event which shall terminate the Normal Redemption Period and shall trigger the commencement of the Accelerated Redemption Period and the allocation of the Available Distribution Amount in accordance with the Accelerated Priority of Payments;
- (c) updated information in relation to the occurrence of:
 - (i) any of the Seller Call Option Events; or
 - (ii) a Sole Holder Event;

- (d) data on the cash flows generated by the Purchased Receivables and by the Notes;
- (e) updated information in relation to the Principal Deficiency Ledger (including each sub-ledger per each Class of Notes);
- (f) information on the then current ratings of:
- (i) the Account Bank and Crédit Agricole S.A., with respect to the Account Bank Required Ratings;
- (ii) the Servicer with respect to the Required Ratings; and
- (iii) the Interest Rate Swap Counterparty with respect to the Interest Rate Swap Counterparty Required Ratings;
- (g) the replacement of any of the Transaction Parties; and
- (h) materially relevant information to investors about the risk retained by Crédit Agricole Leasing & Factoring, including information on which of the manner provided for in Article 6(3) of the EU Securitisation Regulation has been applied so that investors are able to verify compliance with Article 6 (Risk retention) of the EU Securitisation Regulation (but not Article 6 (Risk retention) of the UK Securitisation Regulation), in accordance with Article 5 (Due diligence requirements for institutional investors) of the EU Securitisation Regulation.

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 Transparency requirements under the EU Securitisation Regulation

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

Inside Information Report

In accordance with Article 7(1)(f) of the EU Securitisation Regulation, the Reporting Entity shall make available, without delay, to the Noteholders on the EDW website, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors, any inside information relating to the Securitisation that Crédit Agricole Leasing & Factoring or the Issuer is obliged to make public in accordance with Article 17 (Public disclosure of inside information) of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation.

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 Transparency requirements under the EU Securitisation Regulation

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

Significant Event Report

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

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	STS Criteria	Verified? YES
	<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>PCS Comments</p> <p>See Transparency requirements under the EU Securitisation Regulation</p> <p>Information available after the pricing of the Notes in accordance with Article 7(1) and Article 22 of the EU Securitisation Regulation</p> <p>Investor Report</p> <p>In accordance with Article 7(1)(e) of the EU Securitisation Regulation, each quarter, no later than one (1) month after the due date for the payment of interest, the Reporting Entity shall make available to the Noteholders on the EDW Website, to the competent authorities referred to in Article 29 (Designation of competent authorities) of the EU Securitisation Regulation and, upon request, to potential investors and simultaneously with the Underlying Exposures 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	STS Criteria	Verified? YES
	<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>PCS Comments</p> <p>See items 80 and 81 above.</p>		

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 Transparency and Disclosure Requirements in accordance with the EU Securitisation Regulation

Designation of the Reporting Entity

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

Transparency requirements under the EU Securitisation Regulation

In accordance with Article 22(5) of the EU Securitisation Regulation and pursuant to the terms of the Master Receivables Sale and Purchase Agreement, and notwithstanding the designation of the Issuer, represented by the Management Company, as the Reporting Entity, Crédit Agricole Leasing & Factoring, as Originator, shall be responsible for the information provided in accordance with Article 7 (Transparency requirements for originators, sponsors and SSPEs) of the EU Securitisation Regulation.

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

The entity responsible for reporting the information – see item 84 above.

The securitisation repository is EDW, See prospectus:

“Securitisation Repository” means EDW, a securitisation repository registered by ESMA under Article 10 (Registration of a securitisation repository) of the EU Securitisation Regulation and appointed by the Reporting Entity for the Securitisation.

“EDW” means European DataWarehouse.

“EDW Website” means the internet website of EDW (www.eurodw.eu).