

STS Term Master Checklist

Lanterna Finance S.r.l.



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

22 December 2021

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

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

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

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page. Note that all comments on the disclaimer relate to both Provisional STS Term Checklist for STS Term Verifications and the Final STS Term Checklist for STS Term Verifications.

22 December 2021

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Prime Collateralised Securities (PCS) STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Assessment /Version	22 December 2021
The transaction to be assessed (the “ Transaction ”)	Lanterna Finance 5 - SMEs 2021-2
Issuer	Lanterna Finance S.r.l.
Originators and Sellers	Banca Carige S.p.A. (“ Banca Carige ”) Banca del Monte di Lucca S.p.A. (“ BML ”)
Arranger	Intesa Sanpaolo S.p.A.
Transaction Legal Counsel	Orrick and Clifford Chance
Rating Agencies	DBRS and S&P
Stock Exchange	ExtraMOT PRO of Borsa Italiana
Issue Date	22 December 2021

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

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

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

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

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

1	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	
	STS criteria	SEE RELATED EBA GUIDELINES
	1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.	
	Verified?	Yes
	PCS Comment	
	<p>In this transaction, the rights, title and interests to the assets are assigned and transferred without recourse (<i>pro soluto</i>) by two Italian banks to an Italian SSPE.</p> <p>See “TRANSACTION OVERVIEW - 5. TRANSFER AND ADMINISTRATION OF THE PORTFOLIO - Transfer of the Portfolio”, where it is stated that <<<i>Pursuant to the Transfer Agreement, each Originator has assigned without recourse (pro soluto) to the Issuer, which has purchased, in accordance with articles 1 and 4 of the Securitisation Law, the relevant portfolio of Receivables (each, an “Individual Portfolio”).>>.</i></p> <p>PCS has been provided with and has reviewed the Italian law legal opinion provided by the law firm Orrick, Herrington & Sutcliffe. Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation and claw-back risks are made in the Legal Opinion.</p> <p>“True sale”, originally, was not a legal concept but a rating agency creation.</p> <p>The essence of a “true sale” is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a “true sale” the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller's 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”.</p> <p>This is clearly stated in the wording of the Regulation (20.1). The expression “transfer to the same effect” indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.</p> <p>The issue of “true sale” is separate from the issue of “clawback”. “Clawback” refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a “true sale” has taken place.</p> <p>All European jurisdictions, to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from “defrauding” its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.</p> <p>The Regulation (20.1) therefore does not require STS “true sales” to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to “severe clawback”. The Regulation does not define “severe clawback” but gives an example (20.2) where a clawback may occur.</p> <p>The Regulation (20.3) also explicitly excludes from the definition of “severe clawback” the traditional European basis for such devices which all come under the general category of “preferences”.</p> <p>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.</p> <p>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.</p> <p>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”:</p> <ul style="list-style-type: none"> Clawback requires an unfair preference “defrauding” creditors; 	

	<ul style="list-style-type: none"> 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. <p>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”.</p> <p>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.</p> <p>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.</p> <p>In this transaction the two Originators are incorporated in Italy and are authorised as banks to operate in Italy, as confirmed through a search with the Bank of Italy’s website that PCS has separately made.</p> <p>See also the further details on the corporate structure and the authorisations of the two Originators in Section “THE ORIGINATORS, THE SERVICERS, THE SENIOR NOTES INITIAL SUBSCRIBERS AND THE JUNIOR INITIAL SUBSCRIBERS”.</p> <p>Therefore, both their COMI and their home member state are the Republic of Italy, which does not contemplate severe clawback provisions.</p> <p>Italian insolvency law provides for clawback in relation to acts made in the suspect period, provided that also other circumstances occur, such as undue preference or transactions at an undervalue, and may require the insolvency officer to prove that case. Therefore, and as generally outlined in the Italian legal opinion and more specifically in the Prospectus, §1(a) and §1(b) of the section “COMPLIANCE WITH STS REQUIREMENTS”, the transfer of the Receivables is not, in our view, subject to “severe clawback”.</p>
2	STS criteria SEE RELATED EBA GUIDELINES
	<p>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.</p>
	Verified? Yes
	PCS Comment
	<p>COMI and home member state of the two Originators is Italy (see point 1 above).</p> <p>PCS reached comfort that the Republic of Italy does not contemplate a severe claw-back for transfer in the context of securitisation transactions.</p> <p>See Section “Risk factors related to the Portfolio and the Loans - Claw-Back of the Sale of the Portfolio”:</p> <p><<Claw-Back of the Sale of the Portfolio</p> <p><i>Assignments executed under the Securitisation Law may be clawed-back (i) pursuant to article 67, paragraph 1, of the Bankruptcy Law, if the adjudication of bankruptcy of the relevant originator is made within 6 (six) months from the purchase of the relevant portfolio of receivables, provided that the value of the receivables exceeds the sale price of the receivables for more than 25 (twenty-five) per cent. and the issuer is not able to demonstrate that it was not aware of the insolvency of such originator, or (ii) pursuant to article 67, paragraph 2, of the Bankruptcy Law, if the adjudication of bankruptcy of the relevant originator is made within 3 (three) months from the purchase of the relevant portfolio of receivables, and the insolvency receiver of such originator is able to demonstrate that the issuer was aware of the insolvency of the originator. Please note that under the Securitisation Law the 2 years and 1 year suspect periods provided by article 67 of the Bankruptcy Law are reduced to 6 months and 3 months respectively.</i></p> <p><i>In order to mitigate such risk, (a) according to the Transfer Agreement, each of the Originators has provided the Issuer with the following certificates: (i) a certificate of good standing (certificato di vigenza) issued by the competent Chamber of Commerce (Camera di Commercio) with non-insolvency statement (con dicitura di non insolvenza), and (ii) a solvency certificate issued by a legal representative of the Originator, stating that, inter alia, the Originator is not subject to any insolvency proceeding; and (b) under the Transaction Documents, each Originator has represented and warranted that it was and it will be solvent as of the date of execution of the Transfer Agreement, the Valuation Date and the Issue Date. (...)>>.</i></p> <p>See also point 1 above and refer to §1(a) and §1(b) of the section “COMPLIANCE WITH STS REQUIREMENTS”.</p>

2a	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>20.2. For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:</p> <p>(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;</p> <p>(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	Verified?	Yes
	PCS Comment	
	<p>Clawback of the sales of the Receivables does not constitute severe clawback risks because in all cases of claw back, in addition to the “suspect period”, Italian law provides that other circumstances have to be met to allow claw back. These are, as the case may be, the purchase at undervalue and the awareness of the insolvency of the seller.</p> <p>See the risk factor mentioned in point 2 above.</p>	

2b	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>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.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	Verified?	Yes
	PCS Comment	
	<p>See comments to points above. Italy does not have severe clawback provisions for securitisation transactions.</p>	

3	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>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.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>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.</p>	
	Verified?	Yes
	PCS Comment	

	<p>See statements in §1(c) and §1(i) of Section “COMPLIANCE WITH STS REQUIREMENTS” confirming that the Originators are also the original lenders, either because they directly disbursed the Loans or because this was done by other banks that subsequently merged into Banca Carige, because the acquired branches of other banks that originated the Loans or following subrogation into Loans disbursed by other banks, in compliance with Italian legislation:</p> <p><<(c) with respect to article 20(4) of the Securitisation Regulation, the Receivables arise from Loans granted by (1) each of the Originators as lender or other banks belonging to the banking group “Gruppo Banca Carige” merged by incorporation into Banca Carige following the granting of the relevant Loan or (2) other banks not belonging to the banking group “Gruppo Banca Carige” whose Receivables were purchased by any of the Originators through the acquisition of the related branches or following subrogation (surroga) pursuant to Law no. 40 of 2 April 2007 (as subsequently amended) (for further details, see the section headed “The Portfolio”). Consequently, the requirement provided for under article 20(4) of the Securitisation Regulation is met; under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that, with regard to the subrogation mechanism, it has carried out in each case a credit assessment in respect of the relevant borrower, in accordance with its credit and underwriting policies;>></p> <p><<(i) for the purpose of compliance with article 20(10) of the Securitisation Regulation, under the Warranty and Indemnity Agreement each Originator has represented and warranted that: (i) the Receivables have been originated by the relevant Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above) in the ordinary course of its business; (...)>>.</p>
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4	<p>Legislative text – Article 20 - Requirements relating to simplicity</p> <p>20.5. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to affect such perfection shall, at least include the following events:</p> <p>(a) severe deterioration in the seller credit quality standing;</p> <p>(b) insolvency of the seller; and</p> <p>(c) unremedied breaches of contractual obligations by the seller, including the seller’s default.</p>	GO TO TABLE OF CONTENTS
	<p>STS criteria</p> <p>4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:</p> <p>(a) severe deterioration in the seller credit quality standing;</p> <p>(b) insolvency of the seller; and</p> <p>(c) unremedied breaches of contractual obligations by the seller, including the seller’s default.</p>	SEE RELATED EBA GUIDELINES
	<p>Verified?</p>	Yes
	<p>PCS Comment</p> <p>Criterion 4 requires two steps:</p> <ul style="list-style-type: none"> - To determine whether the transfer of the assets is by means of an unperfected assignment; and - If it is, whether the transaction contains the requisite triggers. <p>PCS has reached sufficient comfort that pursuant to Italian law, a direct individual notification to the obligors of the assignment of the Receivables to the Issuer is not necessary in order to perfect the transfer of the legal title to such Receivables from the Originator to the Issuer.</p> <p>In particular, it is noted that, to the extent that a notice of assignment is duly published on the Italian Official Gazette and registration with the company’s register, the notification to each single Debtor is not a necessary requirement for obtaining the enforceability of the assignment vis-à-vis such Debtors.</p> <p>See in particular the following statement:</p>	

<p><<Rights of set-off of Debtors</p> <p>Under general principles of Italian law, a borrower of an SME loan is entitled to exercise rights of set-off in respect of amounts due under such loan against any amounts payable by the relevant originator to such borrower if and to the extent that such counterclaims have arisen before the publication of the notice of the assignment of the receivables in the Official Gazette pursuant to article 58, second paragraph, of the Banking Law and the registration of such sale with the competent companies' register have been made. Consequently, after (i) publication in the Official Gazette of the notice of transfer of the Portfolios to the Issuer pursuant to the Transfer Agreement and (ii) registration of the assignment in the register of companies where the Issuer is enrolled, the Debtors shall not be entitled to exercise any set-off right against their claims against each of the Originators which arises after the date of such publication and registration.</p> <p>On 24 December 2013, Decree No. 145 came into force providing expressly that, from the date of publication of the notice of transfer of the receivables in the Official Gazette, the debtors will not be entitled to set-off any claim arisen after such date with the amounts due to the special purpose vehicle in relation to the receivables. Decree No. 145 has been converted into Italian Law No. 9 of 21 February 2014.>>.</p> <p>Although the transfer is not notified to the borrowers, the Italian legal opinion and Prospectus confirm that such notification is not required to fully perfect the transfer of ownership in the Receivables to the SSPE. In particular, although a communication to the Borrowers is required to comply with Italian regulatory requirements, the failure to provide it would not affect the validity and effectiveness between the Originators and the Issuer of the transfers of any Receivable under the Transfer Agreement, nor their enforceability against any third party.</p> <p>Accordingly, this transaction does not operate by way of an unperfected assignment and the perfection triggers are not required.</p>
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5	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.		
STS criteria		SEE RELATED EBA GUIDELINES
5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.		
Verified?	Yes	
PCS Comment		
<p>See the statement in §1(e) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><i><<(e) with respect to article 20(6) of the Securitisation Regulation, under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that, as at the Transfer Date, each Receivable is fully and unconditionally owned and available directly to such Originator and, to the best of its knowledge, is not subject to any lien (pignoramento), seizure (sequestro) or other charge in favour of any third party (except any charge arising from the applicable mandatory law) or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of the Receivables under the Transfer Agreement and is freely transferable to the Issuer (for further details, see the section headed “The Portfolio”);>>.</i></p> <p>See in particular the two following R&Ws, set out in paragraphs (b)(ii) and (b)(iii) of clause 2.1 of the Warranty and Indemnity Agreement:</p> <p><i><<(ii) Alla Data di Conclusione, ciascun Cedente ha la piena ed incondizionata titolarità giuridica e disponibilità dei Crediti, che, per quanto a sua conoscenza, sono liberi da Vincoli (salvo eventuali privilegi o altri gravami derivanti da norme imperative di legge) e non si trovano in altra situazione prevedibilmente in grado di compromettere l’opponibilità della vendita dei Crediti ai sensi del Contratto di Cessione e sono pertanto effettivamente cedibili al Cessionario. Ciascun Cedente non ha proceduto a cedere (né a pieno titolo, né a titolo di garanzia), a dare in comunione, a trasferire o comunque ad alienare alcuno dei Crediti, né ha comunque creato o consentito che altri creassero o costituissero alcun Vincolo su uno o più Crediti.>>.</i></p> <p><i><<(iii) Ciascun Cedente è beneficiario delle Garanzie, delle Ipoteche, delle Polizze Assicurative e queste sono libere da Vincoli.>>.</i></p>		

6	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
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	<p>20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>
	<p>STS criteria SEE RELATED EBA GUIDELINES</p>
	<p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>See the eligibility criteria set forth in section "THE PORTFOLIO - The Criteria" confirming that the Receivables comprised in the Portfolio arise out of Loans which, at the Valuation Date (being 27 November 2021) (or any other date specified in the relevant Criteria), met the specified eligibility criteria.</p> <p>The EBA Guidelines clarify that "clear" does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is "clear" when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, "clear" is about certainty of determination.</p> <p>PCS has read the eligibility criteria in the Prospectus and in the Transfer Agreement.</p> <p>As they are mandatory, they meet the "predetermined" requirement.</p> <p>As they are in the Prospectus and in the Transfer Agreement, they meet the "documented" requirement.</p> <p>PCS has also concluded that the criteria allow determination, and so meet the "clear" requirement.</p>
7	<p>STS criteria SEE RELATED EBA GUIDELINES</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 Comment</p>
	<p>See the statement under §1(f) of Section "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><i><<(f) for the purpose of compliance with article 20(7) of the Securitisation Regulation, the disposal of Receivables from the Issuer is permitted solely following the delivery of a Trigger Notice, in accordance with Condition 12 (Actions Following the Delivery of a Trigger Notice) and with the relevant provisions of the Intercreditor Agreement, provided that the Originators under the Transaction Documents have certain option rights connected with the purchase of single Receivables or, as the case may be, the Portfolio. Therefore, none of the Transaction Documents provide for (i) a portfolio management which makes the performance of the Securitisation dependent both on the performance of the Receivables and on the performance of the portfolio management of the Transaction, thereby preventing any investor in the Notes from modelling the credit risk of the Receivables without considering the portfolio management strategy of the Servicers; or (ii) a portfolio management which is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit. In addition, there are no exposures that can be sold to the Issuer after the Issue Date (...)>>.</i></p> <p>See also "DESCRIPTION OF THE TRANSFER AGREEMENT - Option to repurchase individual Receivables".</p> <p>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>

	PCS has reviewed all the repurchase devices set out in both the Transfer Agreement and the Servicing Agreement, and as summarised in the Prospectus, and these are acceptable within the context of the EBA final guidelines and its principles.	
8	STS criteria	SEE RELATED EBA GUIDELINES
	8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	
	Verified?	Yes
	PCS Comment	
	The transaction is not revolving and, therefore, this requirement does not apply.	

9	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.	
	STS criteria	SEE RELATED EBA GUIDELINES
	9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.	
	Verified?	Yes
	PCS Comment	
	<p>See §1(g) of the section headed “COMPLIANCE WITH STS REQUIREMENTS”, where it is stated as follows:</p> <p><i><<(g) for the purpose of compliance with article 20(8) of the Securitisation Regulation, pursuant to the Warranty and Indemnity Agreement each Originator has represented and warranted that, as at the Transfer Date, the Receivables are homogeneous in terms of asset type, taking into account the specific characteristics to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (i) the Receivables have been originated by the Originators (or, as the case may be, the other banks indicated under paragraph (1)(c) above), as lender, in accordance with loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the Receivables; (ii) the Receivables have been serviced by the Originators according to similar servicing procedures; (iii) the Receivables arise from Loans granted to SME and therefore fall in the asset type named “credit facilities, including loans and leases, provided to any type of enterprise or corporation” provided under article 1(a)(iv) of the Commission Delegated Regulation (EU) 2019/1851 (the “Commission Delegated Regulation on Homogeneity”) and meet the homogeneity factors set out under article 2(3)(a)(i) and 2(3)(b)(ii) of the Commission Delegated Regulation on Homogeneity (i.e. obligors are micro-, small- and medium-sized enterprises and the obligors are resident in the same jurisdiction). In addition, (...)>>.</i></p> <p>In respect of the underwriting procedures used for the Receivables that the two Originators acquired by way of subrogation, see §1(c) of the section headed “COMPLIANCE WITH STS REQUIREMENTS”, where it is stated as follows:</p> <p><i><<(c) (...) under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that, with regard to the subrogation mechanism, <u>it has carried out in each case a credit assessment in respect of the relevant borrower. in accordance with its credit and underwriting policies</u>. <p>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.</p> </i></p>	

<p>In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisations and the draft RTS adopted by the European Commission.</p> <p>Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered “homogenous” by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.</p> <p><i>In the Transaction, the loan contracts were underwritten on a similar basis, they are originated and being serviced by the relevant Originator 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.</i></p> <p><i>PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be “homogenous” by a wide consensus of market participants.</i></p>	
10	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>See the statement in §1(g) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(…) In addition, under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that (i) as at the Transfer Date, the Receivables comprised in the Portfolio contain obligations that are contractually binding and enforceable with full recourse to the Debtors and, where applicable, the Guarantors; (...)>>.</p> <p>See the two following R&Ws, contained in the Warranty and Indemnity Agreement, set out in §(v) and §(xxvi) of clause 2.1 “Dichiarazioni e garanzie dei Cedenti - (b) Contratti di Mutuo, Mutui, Crediti, Garanzie”:</p> <p><<(v) I Crediti, i Contratti di Mutuo, le Ipoteche, le Polizze Assicurative e le Garanzie sono regolati dalla legge italiana e – fermo restando, con riferimento alle Garanzie MCC ed alle Garanzie rilasciate da qualsiasi “consorzio fidi” in relazione ai Crediti, l’impegno da parte del relativo Cedente di effettuare le comunicazioni ed adempiere alle ulteriori formalità eventualmente richieste ai sensi dell’articolo 6.2(b) paragrafi (xi) e (xii) del Contratto di Cessione – <u>sono validi, efficaci, opponibili a terzi e conformi alla normativa applicabile</u> (ivi inclusa la normativa applicabile al Fondo di Garanzia per le PMI, le istruzioni operative al Fondo di Garanzia per le PMI e la comunicazione del Fondo di Garanzia per le PMI dell’8 febbraio 2017) e, per quanto a conoscenza dei Cedenti, non sono stati utilizzati per effettuare investimenti in depositi, obbligazioni, azioni e/o obbligazioni convertibili dei Cedenti medesimi (ivi inclusa la normativa dettata in materia di mutui fondiari dall’articolo 38 e ss. del T.U. Bancario e relative disposizioni di attuazione).>>.</p> <p><<(xxvi) I Crediti elencati nel relativo Prospetto dei Crediti sono tutti ed esclusivamente i crediti derivanti da Mutui esistenti nel patrimonio del relativo Cedente alla Data di Conclusione che, alla Data di Valutazione (o alla diversa data specificata nel relativo Criterio), soddisfacevano i Criteri e costituiscono <u>obbligazioni vincolanti per contratto ed opponibili con pieno diritto di rivalsa nei confronti dei Debitori e, se del caso, dei Garanti</u>; >>.</p>
11	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>See point 10 above, and specifically the quoted wording of the R&W under §(xxvi) referring to “<u>pieno diritto di rivalsa</u>”.</p>

12	Legislative text – Article 20 - Requirements relating to simplicity		GO TO TABLE OF CONTENTS
	20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.		
	STS criteria		SEE RELATED EBA GUIDELINES
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.		
	Verified?	Yes	
13	PCS Comment		
	See the statement in §1(g) of Section “COMPLIANCE WITH STS REQUIREMENTS”: <<(…) In addition, under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that (i) (...); (ii) the Loans provide for a repayment through constant instalments as determined in the relevant Loan Agreement; (...)>>. See §(j) of the eligibility criteria for both Originators, as set forth in the Section “THE PORTFOLIO – The Criteria”, which refer a French or American amortisation plan. See also the definition of Instalment, as set out below: <<"Instalment" means, with respect to each Loan Agreement, each instalment due from time to time from the relevant Debtor and which consists of an Interest Component and a Principal Component, except for the relevant pre-amortising period.>>.		
	STS criteria		SEE RELATED EBA GUIDELINES
	13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.		
	Verified?	Yes	
14	PCS Comment		
	See point 12 above.		
14	Legislative text – Article 20 - Requirements relating to simplicity		GO TO TABLE OF CONTENTS
	20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
	STS criteria		SEE RELATED EBA GUIDELINES
	14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
	Verified?	Yes	
14	PCS Comment		

	<p>See the statement in §1(g) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(…) In addition, under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that (...) (iii) as at the Transfer Date, the Portfolio does not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU (...)>>.</p> <p>See also the eligibility criteria set forth in the Section “THE PORTFOLIO – The Criteria”, which do not contemplate transferable securities as eligible assets.</p>
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15	Legislative text – Article 20 - Requirements relating to simplicity GO TO TABLE OF CONTENTS
	<p>20.9. The underlying exposures shall not include any securitisation position.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	<p>15. The underlying exposures shall not include any securitisation position.</p>
	Verified? Yes
	PCS Comment
	<p>See the statement in §1(h) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(h) for the purpose of compliance with article 20(9) of the Securitisation Regulation, under the Warranty and Indemnity Agreement each Originator has represented and warranted that, as at the Transfer Date, the Portfolio does not comprise any securitisation positions (...)>>.</p> <p>See also the eligibility criteria set forth in the Section “THE PORTFOLIO – The Criteria”, which do not contemplate securitisation positions as eligible assets.</p>

16	Legislative text – Article 20 - Requirements relating to simplicity GO TO TABLE OF CONTENTS
	<p>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.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	<p>16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.</p>
	Verified? Yes
	PCS Comment
	<p>See the following statement in “COMPLIANCE WITH STS REQUIREMENTS”, §1(i):</p> <p><<(i) for the purpose of compliance with article 20(10) of the Securitisation Regulation, under the Warranty and Indemnity Agreement each Originator has represented and warranted that: (i) the Receivables have been originated by the relevant Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above) in the ordinary course of its business; (ii) as at the Transfer Date, the Receivables comprised in the Portfolio have been originated by each Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above) in accordance with credit policies that are not less stringent than the credit policies applied by each Originator at the time of origination to similar exposures that are not assigned under the Transaction; (...)>>.</p>
17	STS criteria SEE RELATED EBA GUIDELINES

17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
Verified?	Yes
PCS Comment	
<p>See statement set out in point 16 above.</p> <p>In respect of the underwriting procedures used for the Receivables that the two Originators acquired by way of subrogation, see §1(c) of the section headed “COMPLIANCE WITH STS REQUIREMENTS”, where it is stated as follows:</p> <p><i><<(c) (...) under the Warranty and Indemnity Agreement each of the Originators has represented and warranted that, with regard to the subrogation mechanism, it has carried out in each case a credit assessment in respect of the relevant borrower, in accordance with its credit and underwriting policies.>></i></p>	

18	Legislative text – Article 20 - Requirements relating to simplicity		GO TO TABLE OF CONTENTS
	20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.		
	STS criteria		SEE RELATED EBA GUIDELINES
	18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.		
	Verified?	Yes	
	PCS Comment		
	<p>The transaction is not revolving, therefore changes to the underwriting standards which occur after the Issue Date will not be relevant.</p> <p>See also the statements mentioned under point 3 above.</p> <p>See also §1(i) of section headed “COMPLIANCE WITH STS REQUIREMENTS” where it is represented that:</p> <p><<(iv) (...) In addition, since no exposure will be sold to the Issuer after the Issue Date, the Originators shall not be held to disclose without undue delay any material changes from prior underwriting standards (for further details, see the sections headed “The Portfolio”);>>.</p>		

19	Legislative text – Article 20 - Requirements relating to simplicity		GO TO TABLE OF CONTENTS
	20.10. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.		
	STS criteria		SEE RELATED EBA GUIDELINES
	19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.		
	Verified?		Yes
	PCS Comment		

	This requirement does not apply to SME receivables as in this case.
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20	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.10. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	STS criteria	SEE RELATED EBA GUIDELINES
	20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	Verified?	Yes
	PCS Comment <p>See §1(i) of section headed "COMPLIANCE WITH STS REQUIREMENTS" where it is represented that:</p> <p><<(i) (...) (iii) each Originator has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC or in article 18, paragraphs from 1 to 4 , paragraph 5, letter (a), and paragraph 6 of Directive 2014/17/UE and point 33 of the EBA Guidelines on the STS Criteria, to the extent applicable taking into consideration the nature of the Loans; >></p>	

21	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	STS criteria	SEE RELATED EBA GUIDELINES
	21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	Verified?	Yes
	PCS Comment <p>See the information on the experience of both Originators, as contained in "THE ORIGINATORS, THE SERVICERS, THE SENIOR NOTES INITIAL SUBSCRIBERS AND THE JUNIOR INITIAL SUBSCRIBERS".</p> <p>Both originators are banks authorised in Italy, and have more than 500 years' experience (see the "historical background" for both Banca Carige and BML, contained in the Prospectus).</p> <p>See also the specific statement in §1(i) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><<(i) (...) (iv) each Originator has a more than 5 (five) year-expertise in originating exposures of a similar nature to the Receivables. >>.</p>	

22	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	Verified?	Yes
	PCS Comment	
	<p>The Valuation Date (being the cut-off date of the portfolio) is 27 November 2021 at 23:59 (Italian time) - see definition of “Valuation Date”.</p> <p>The Transfer Date (being the date on which title to the Receivables is transferred) is 2 December 2021 - see definition of “Transfer Date”.</p> <p>PCS' view is that any period of up to 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 and these are only few days apart. This clearly meets the requirement.</p>	
23	STS criteria	SEE RELATED EBA GUIDELINES
	23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...	
	Verified?	Yes
	PCS Comment	
	<p>See §1(j) of section headed “COMPLIANCE WITH STS REQUIREMENTS”, where it is represented that:</p> <p><i><<(j) for the purpose of compliance with article 20(11) of the Securitisation Regulation, the Portfolio has been selected on the Valuation Date and transferred to the Issuer on the Transfer Date. Under the Warranty and Indemnity Agreement each Originator has represented and warranted that, as at the Transfer Date, the Portfolio does not include Receivables qualified as exposure in default within the meaning of article 178. paragraph 1. of Regulation (EU) No. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of each Originator's knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the Signing Date, except if: (A) 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 Signing Date; and (B) the information provided by the Originator in accordance with points (a) and (e)(i) of the first subparagraph of article 7(1), of the Securitisation Regulation 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; or (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history available to the relevant Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above); or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by each Originator which have not been assigned under the Transaction (for further details, see the sections headed “The Portfolio”);>>.</i></p>	

24	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	Verified?	Yes
	PCS Comment	
	<p>See §1(j) of section headed "COMPLIANCE WITH STS REQUIREMENTS", where it is represented that:</p> <p><i><<(j) for the purpose of compliance with article 20(11) of the Securitisation Regulation, the Portfolio has been selected on the Valuation Date and transferred to the Issuer on the Transfer Date. Under the Warranty and Indemnity Agreement each Originator has represented and warranted that, as at the Transfer Date, the Portfolio does not include Receivables qualified as exposure in default within the meaning of article 178, paragraph 1, of Regulation (EU) No. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of each Originator's knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the Signing Date; or (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history available to the relevant Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above); or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by each Originator which have not been assigned under the Transaction (for further details, see the sections headed "The Portfolio");>>.</i></p>	
25	STS criteria	
	25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	
	Verified?	Yes
	PCS Comment	
	See the R&W mentioned under point 24 above.	
26	STS criteria	SEE RELATED EBA GUIDELINES

	26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	
	Verified?	Yes
	PCS Comment	
	See the R&W mentioned under point 24 above.	
27	STS criteria	
	27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and	
	Verified?	Yes
	PCS Comment	
28	STS criteria	
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	
	Verified?	Yes
	PCS Comment	
29	STS criteria	
	29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	
	Verified?	Yes
	PCS Comment	
30	STS criteria	
	30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	
	Verified?	Yes
	PCS Comment	

	See the R&W mentioned under point 24 above.
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31	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	STS criteria	SEE RELATED EBA GUIDELINES
	31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	Verified?	Yes
	PCS Comment	
	See §1(k) in section headed "COMPLIANCE WITH STS REQUIREMENTS", where it is stated that: <i><<(k) for the purpose of compliance with article 20(12) of the Securitisation Regulation, under the Warranty and Indemnity Agreement, each Originator has represented and warranted that, as at the Transfer Date, the Receivables arise from Loans in respect of which at least one Instalment (including repayment of principal) has been made by the relevant Debtor;>>.</i>	

32	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced. The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.	
	STS criteria	SEE RELATED EBA GUIDELINES
	32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.	
	Verified?	Yes
	PCS Comment	
	PCS notices that the underlying exposures are SME receivables. Those receivables are (or may be) secured by personal guarantees, and generally not by assets: in these cases, there's obviously no reliance on the sale of any specific asset. The Pool contains also secured loans, that benefit from a mortgage on a real estate asset. Some of the secured loans are also assisted by a Confart /MCC guarantee. In this respect, see the statement contained in §1(l) of "COMPLIANCE WITH STS REQUIREMENTS": <i><<(l) for the purpose of compliance with article 20(13) of the Securitisation Regulation, under the Warranty and Indemnity Agreement, each Originator has represented and warranted as at the Transfer Date that, in order to determine the creditworthiness of the relevant Debtor, the Originator (or, as the case may be, the other banks indicated under paragraph (1)(c) above) has not based its assessment predominantly on the possible sale of the relevant Real Estate Asset following the enforcement of the relevant Mortgage; therefore, the repayment of the Notes has not been structured to depend predominantly on the sale of the Real Estate Assets. Please consider in this regard that: (1) around 20% of the Principal Amount Outstanding of the Portfolio is composed by secured receivables; (2) all</i>	

	<i>the Loans comprised in the Portfolio are amortising, so that the relevant Principal Amount Outstanding as at the Final Maturity Date will be equal to 0. The Portfolio does not comprise Loans with bullet payment of principal or payment of a large final instalment so called "maxi rata finale"; and (3) the pool of exposure has a high granularity (for further details, see the section the "The Portfolio");>>.</i>
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33	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	SEE RELATED EBA GUIDELINES
	33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	Verified?	Yes
	PCS Comment See statement contained in §2(a) of Section headed "COMPLIANCE WITH STS REQUIREMENTS": <i><<(a) for the purpose of compliance with article 21(1) of the Securitisation Regulation, under the Intercreditor Agreement each Originator has undertaken to retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation (calculated for each Originator with respect to the Receivables comprised in the relevant Individual Portfolio pursuant to article 3(2) of the Regulatory Technical Standards on risk retention requirements), in accordance with option (d) of article 6(3) of the Securitisation Regulation and the applicable Regulatory Technical Standards (for further details, see the section headed "Regulatory Disclosure and Retention Undertaking");>>.</i>	

34	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	SEE RELATED EBA GUIDELINES
	34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment See "COMPLIANCE WITH STS REQUIREMENTS", §2(b): <i><<(b) for the purpose of compliance with article 21(2) of the Securitisation Regulation, in order to mitigate any interest rate risk connected with the Notes, (A) the Conditions provide that the Rate of Interest on the Class A1 Notes are subject to a cap of 2.50% per annum, so that with respect to the Class A1 Notes only, if the relevant Rate of Interest is higher than 2.50% per annum, the rate of interest applicable on the Class A1 Notes shall be equal to 2.50% per annum (for further details, see Condition 5.2 (Interest - Rate of Interest)), and (B) with reference to the payment of interest on the Senior Notes, a cash reserve has been established into the Cash Reserve Account in accordance with the provisions of the Subordinated Loan Agreements and the Conditions (for further details, see section headed "Risk Factors – Interest Rate Risk"). (...)>>.</i> See also "TRANSACTION OVERVIEW - Interest on the Notes".	

	<p>Further, also based on the reasoning included in “<i>Risk Factors – Interest Rate Risk</i>” supporting the appropriateness of the mitigation of the interest rate risk through structural and financial features of the transaction, and in consideration of alternative cash flow scenarios provided to PCS in the course of its due diligence, PCS shares the views of the Issuer that the interest rate risk is appropriately mitigated.</p> <p>It is also noted that, although it is permitted to the Servicer to renegotiate the underlying loans and replace the fixed interest rate into a floating rate, this is subject to certain limitations, as specified in Clause 4.5 of the Servicing Agreement. These include also a maximum threshold of 30% in the reduction of interest rate following the renegotiation with the Borrower.</p>	
35	<p>STS criteria</p> <p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>See §2(b) of section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(…) Finally, there is no currency risk since (i) under the Warranty and Indemnity Agreement, each Originator has represented and warranted that all Loan Agreements are denominated in Euro (or granted in a currency other than Euro and converted into Euro) and do not contain provisions which allow for the conversion into another currency, and (ii) pursuant to the Conditions, the Notes are denominated in Euro (for further details, see the sections headed “Transaction Overview” and “Terms and Conditions of the Notes”);>>.</p> <p>See also the definition of “Basic Terms Modification” as set out in the Rules of the Organisation of the Noteholders (in Terms and Conditions of the Notes), which requires an enhanced majority for changes in the currency in which payments are due in respect of any Class of Notes (see §(e)).</p>	SEE RELATED EBA GUIDELINES
36	<p>STS criteria</p> <p>36. Any measures taken to that effect shall be disclosed.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>In respect of interest rate risk, an appropriate mitigation is embedded in the capital structure of the transaction (see point 34 above).</p> <p>Further, no currency risk needs to be hedged in this transaction.</p> <p>Therefore, this requirement does not apply to neither type of measures.</p>	SEE RELATED EBA GUIDELINES
37	<p>Legislative text – Article 21 - Requirements relating to standardisation</p> <p>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.</p> <p>Those derivatives shall be underwritten and documented according to common standards in international finance.</p> <p>STS criteria</p> <p>37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...</p> <p>Verified? Yes</p> <p>PCS Comment</p>	<p>GO TO TABLE OF CONTENTS</p> <p>SEE RELATED EBA GUIDELINES</p>

<p>See the statement set out in §2(b) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<2(b) (...) In addition, (i) under the Warranty and Indemnity Agreement, each Originator has represented and warranted that, as at the Transfer Date, the Portfolio does not comprise any derivatives, and (ii) under the Conditions, the Issuer has undertaken that, for so long as any amount remains outstanding in respect of the Notes of any Class, it shall not enter into derivative contracts save as expressly permitted by article 21(2) of the Securitisation Regulation (for further details, see Condition 3 (Covenants)) (...)>>.</p> <p>See also the definition of “Eligible Investments”, which expressly excludes the possibility of investing in derivatives:</p> <p><<(…) and further provided that, in each case, (1) such investments qualify as “attività finanziarie” pursuant to and for the purpose of the Decree 170; and (2) no such investment shall be made, in whole or in part, actually or potentially, in credit linked notes, swaps, other derivatives instruments, synthetic securities or tranches of other asset-backed securities, or any other instrument that does not comply with the criteria set out in the Guideline (EU) 2015/510 of the European Central Bank of 19 December 2014 on monetary policy instruments and procedures of the Eurosystem, as amended from time to time.>></p> <p>See also the covenant contained in the Terms and Conditions of the Notes, Condition 3:</p> <p><<3. COVENANTS</p> <p>For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save with the prior written consent of the Representative of the Noteholders, or as provided in or contemplated by any of the Transaction Documents: (...)</p> <p>(xiv) Derivatives</p> <p>enter into derivative contracts save as expressly permitted by article 21(2) of the Securitisation Regulation.>>.</p>					
38	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>38. ...Shall ensure that the pool of underlying exposures does not include derivatives.</p> <table> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td colspan="2"> <p>PCS Comment</p> <p>See point 37 above.</p> <p>See also the eligibility criteria “THE PORTFOLIO – The Criteria”, which do not contemplate derivatives as eligible assets.</p> </td></tr> </table>	Verified?	Yes	<p>PCS Comment</p> <p>See point 37 above.</p> <p>See also the eligibility criteria “THE PORTFOLIO – The Criteria”, which do not contemplate derivatives as eligible assets.</p>	
Verified?	Yes				
<p>PCS Comment</p> <p>See point 37 above.</p> <p>See also the eligibility criteria “THE PORTFOLIO – The Criteria”, which do not contemplate derivatives as eligible assets.</p>					
39	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>39. Those derivatives shall be underwritten and documented according to common standards in international finance.</p> <table> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td colspan="2"> <p>PCS Comment</p> <p>This requirement does not apply to this transaction since no hedging is present.</p> </td></tr> </table>	Verified?	Yes	<p>PCS Comment</p> <p>This requirement does not apply to this transaction since no hedging is present.</p>	
Verified?	Yes				
<p>PCS Comment</p> <p>This requirement does not apply to this transaction since no hedging is present.</p>					
40	<p>Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS</p>				

21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.	
STS criteria	SEE RELATED EBA GUIDELINES
40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	
Verified?	Yes
PCS Comment	
<p>As for <u>assets</u>:</p> <ul style="list-style-type: none"> The underlying exposures accrue interests either at a fixed rate or at a floating rate of interest, based on Euribor. <p>As for <u>liabilities</u>:</p> <ul style="list-style-type: none"> Class A1 Notes accrue floating rate interests, capped at 2.50%. Class A2 Notes accrue floating rate interests, with no cap. The Junior Notes accrue a fixed interest rate, plus a "Premium" that is aimed at transferring the excess spread (if any) back to the Originators. <p>See TRANSACTION OVERVIEW (<i>Interest on the Notes</i>) and Condition 5 (<i>Interest</i>) of the Terms and Conditions of the Notes.</p> <p>Based on the above, PCS has taken the view that this requirement is satisfied.</p>	

41	Legislative text – Article 21 – Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p>(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p> <p>(d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	
	Verified?	Yes
PCS Comment		

	<p>See the Post-Enforcement Priority of Payments, as set out in the Transaction Overview and in Condition 4.2 of the Terms and Conditions of the Notes.</p> <p>PCS notes that in a Post-Enforcement scenario, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the payment of “Expenses” on the Expenses Account up to a Retention Amount equal to Euro 75,000.</p> <p>Expenses are defined as <<any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Transaction and/or required to be paid (as determined in accordance with the Extension to the Corporate Services Agreement, by reference to the number of the then outstanding securitisation transaction carried out by the Issuer) in order to preserve the existence of the Issuer, to maintain it in good standing or to comply with applicable laws.>>.</p> <p>See also the statement set out in §2(d) of Section “COMPLIANCE WITH STS REQUIREMENTS”: <i>Article 21 (Requirements relating to standardisation) of the Securitisation Regulation</i> <<(d) no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents;>>.</p> <p>PCS is satisfied that, under the PoP, the Expenses and the other amounts payable in priority to principal on the Notes are only amounts necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors.</p>	
42	STS criteria	SEE RELATED EBA GUIDELINES
	<p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	
	Verified?	Yes
	PCS Comment	
	<p>The post-enforcement PoP, applicable in a post enforcement scenario, contemplates only sequential payments (see items from sixth onwards in the Post-Enforcement Priority of Payments, as set out in the Transaction Overview and in Condition 4 of the Terms and Conditions of the Notes).</p> <p>On this basis PCS is prepared to verify this requirement.</p>	
43	STS criteria	
	<p>43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p>	
	Verified?	Yes
	PCS Comment	
	<p>See point 42 above.</p>	
44	STS criteria	SEE RELATED EBA GUIDELINES
	<p>44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>	
	Verified?	Yes
	PCS Comment	

<p>No automatic liquidation is provided upon enforcement.</p> <p>See the following statement in §2(d) of Section “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><i><<(d) for the purpose of compliance with article 21(4) of the Securitisation Regulation (A) following the service of a Trigger Notice, (i) no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents; (ii) the Senior Notes will continue to rank, as to repayment of principal, in priority to the Junior Notes as before the delivery of a Trigger Notice; and (iii) the Issuer shall, if so directed by the Representative of the Noteholders, sell the Portfolio or a substantial part thereof only if so requested by an Extraordinary Resolution of the Senior Noteholders (or, following redemption or cancellation of the Senior Notes, the Junior Noteholders) and strictly in accordance with the instructions approved thereby and the relevant provisions of the Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Portfolio (for further details, see Condition 4.2, Condition 11 (Trigger Events)), Condition 12.1 (Actions following the delivery of a Trigger Notice – Proceedings) and the section headed “Description of the Intercreditor Agreement”);>>.</i></p> <p>See in particular, Condition 12.1 (<i>Proceedings</i>):</p> <p><i><<12.1 Proceedings: At any time following the delivery of a Trigger Notice, the Issuer shall comply with all directions of the Representative of the Noteholders (save that the Representative of the Noteholders acts directly) in relation to the management and administration of the Receivables pursuant to the Intercreditor Agreement, including, without limitation, any direction to sell or otherwise dispose of the Portfolio (if the Representative of the Noteholders is so directed by an Extraordinary Resolution of the Senior Noteholders or, following redemption or cancellation of the Senior Notes, the Junior Noteholders) according to the provisions of the Intercreditor Agreement.>>.</i></p>
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45	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.		
STS criteria		SEE RELATED EBA GUIDELINES
45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.		
Verified?		Yes
PCS Comment		
<p>The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment. This is not the case in this transaction since payments in respect of the Notes are made sequentially both in a pre and post enforcement scenario.</p> <p>Therefore, the above requirement is satisfied.</p>		

46	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p> <p>(c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);</p>		

(d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
STS criteria	SEE RELATED EBA GUIDELINES
46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:	
Verified?	Yes
PCS Comment	
This provision applies to transactions with a revolving period.	
This transaction does not contemplate a revolving period and, therefore, this requirement does not apply.	
47	STS criteria SEE RELATED EBA GUIDELINES
47. (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	
Verified?	Yes
PCS Comment	
Not applicable. See point 46 above.	
48	STS criteria SEE RELATED EBA GUIDELINES
48. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	
Verified?	Yes
PCS Comment	
Not applicable. See point 46 above.	
49	STS criteria SEE RELATED EBA GUIDELINES
49. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	
Verified?	Yes
PCS Comment	
Not applicable. See point 46 above.	
50	STS criteria SEE RELATED EBA GUIDELINES

50. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
Verified?	Yes
PCS Comment	
Not applicable. See point 46 above.	

51	Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS
<p>21.7. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p>(b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p> <p>(c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>	
STS criteria SEE RELATED EBA GUIDELINES	
<p>51. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p>	
<p>Verified? Yes</p> <p>PCS Comment</p> <p>For the <u>Master Servicer and the Servicers</u>, see section “DESCRIPTION OF THE SERVICING AGREEMENT” – “<i>Obligations of the Master Servicer</i>” and “<i>Obligations of the Servicers</i>”.</p> <p>For the <u>Representative of the Noteholders</u> (that performs fiduciary activities on behalf of the noteholders and other issuer creditors) see the “<i>Rules of the Organisation of the Noteholders</i>”, Article 27 (27 <i>Duties and Powers of the Representative of the Noteholders</i>). See also the Section headed “DESCRIPTION OF THE INTERCREDITOR AGREEMENT” and, in particular, the two following sub-sections: “Disposal of the Portfolio following the delivery of a Trigger Notice” and “Disposal of the Portfolio following the occurrence of a Tax Event”.</p> <p>For the other <u>ancillary service providers</u>, see the Sections of the Prospectus where the Transaction Documents are described.</p>	
52	STS criteria SEE RELATED EBA GUIDELINES
<p>52. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>	
<p>Verified? Yes</p> <p>PCS Comment</p> <p>See section headed “DESCRIPTION OF THE SERVICING AGREEMENT - Termination of the appointment of the Servicers”.</p> <p>See also the section headed “DESCRIPTION OF THE BACK-UP SERVICING AGREEMENT”.</p>	
53	STS criteria SEE RELATED EBA GUIDELINES

53. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	
Verified?	Yes
PCS Comment	
No derivative counterparty and liquidity providers are contemplated in this transaction.	
As for the account bank, see “DESCRIPTION OF THE CASH ALLOCATION, MANAGEMENT AND PAYMENTS AGREEMENT” and the agreement itself, which in clause 15 (<i>TERMINATION AND RESIGNATION</i>) contains also provisions for the continuity in case of termination of the appointment of the Account Bank and other agents, upon the occurrence of certain events.	

54	Legislative text – Article 21 - Requirements relating to standardisation		GO TO TABLE OF CONTENTS
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.		
	STS criteria		SEE RELATED EBA GUIDELINES
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised		
	Verified?		Yes
55	PCS Comment		
	See §2(h) of section “COMPLIANCE WITH STS REQUIREMENTS” and in particular the statement that: <i><<(h) for the purpose of compliance with article 21(8) of the Securitisation Regulation, under the Servicing Agreement, <u>each of the Servicers has represented and warranted that it has experience in managing exposures of a similar nature to the Receivables and has established well-documented and adequate risk management policies, procedures and controls relating to the management of such exposures in accordance with Article 21(8) of the Securitisation Regulation and in accordance with the EBA Guidelines. In addition, pursuant to the Servicing Agreement, the Back-Up Servicer and any Successor Servicer shall, inter alia, have a long lasting expertise in servicing exposures of a similar nature to those securitised for and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the Securitisation Regulation and the EBA Guidelines on STS Criteria</u> (for further details, see the sections headed “Description of the Servicing Agreement”);>>.</i> It is also noted that both Banca Carige and BML are banks authorised in Italy and subject to the supervision of the Bank of Italy.		
	STS criteria		SEE RELATED EBA GUIDELINES
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.		
	Verified?		Yes
56	PCS Comment		
	See section “THE COLLECTION POLICIES” setting out a summary /translation of the applicable Collection Policies. The Collection Policies are attached as Annex 1 to the Servicing Agreement. PCS notices that both Banca Carige (acting as Master Servicer) and BML (acting as Additional Servicer) are <u>banks authorised in Italy</u> . <i>The EBA Guidelines specify that the relevant servicer should be considered to have the requisite elements of the criterion if it is “an entity that is subject to prudential and capital regulation and supervision in the Union”.</i>		
	STS criteria		SEE RELATED EBA GUIDELINES
	56. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.		
	Verified?		Yes

	<i>This requirement is certainly met by Banca Carige and BML, both being banks authorised in Italy.</i>
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56	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	SEE RELATED EBA GUIDELINES
	56. The transaction documentation shall set out in clear and consistent terms definitions	
	Verified?	Yes
	PCS Comment	
	PCS notices that a summary of the collection policies is contained in the section “THE COLLECTION POLICIES” of the Prospectus. The policies themselves are contained in Annex 1 of the Servicing Agreement.	
	<i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i>	
57	STS criteria	SEE RELATED EBA GUIDELINES
	57. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	Verified?	Yes
	PCS Comment	
	See point 56 above.	
	<i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i>	

58	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	58. The transaction documentation shall clearly specify the priorities of payment,	
	Verified?	Yes
	PCS Comment	

	<p>See “<i>Priority of Payments</i>” in Transaction Overview and in Condition 4 of the “Terms and Conditions of the Notes”.</p> <p><i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i></p>	
59	<p>STS criteria</p> <p>59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.</p>	
	Verified?	Yes
	<p>PCS Comment</p> <p>A list of the Trigger Events is contained in the Transaction Overview and set out in Condition 11 (<i>Trigger Events</i>).</p> <p>See also point 45 above.</p> <p><i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i></p>	
60	<p>STS criteria</p> <p>60. The transaction documentation shall clearly specify the obligation to report such events.</p>	
	Verified?	Yes
	<p>PCS Comment</p> <p>See §3(e)(iii) of the Section “COMPLIANCE WITH STS REQUIREMENTS”, the paragraph describing the covenants on post-closing disclosures, to be performed through the Inside Information and Significant Event Report.</p> <p>It is also noted that Trigger Notices are sent also directly to the Noteholders (see Transaction Overview – Trigger Events, and Condition 11).</p> <p>This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement, and indeed such covenant exists in the Prospectus.</p>	
61	<p>STS criteria</p> <p>61. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.</p>	
	Verified?	Yes
	<p>PCS Comment</p> <p>See point 60 above.</p> <p>This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement, and indeed such covenant exists in the Prospectus.</p>	

	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	SEE RELATED EBA GUIDELINES
	62. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders	
	Verified?	Yes
	PCS Comment	
63	Legislative text – Article 21 - Requirements relating to standardisation	
	GO TO TABLE OF CONTENTS	
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	SEE RELATED EBA GUIDELINES
	63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	Verified?	Yes
	PCS Comment	
	<p>See point 51 above:</p> <p>For the <u>Representative of the Noteholders</u> (that performs fiduciary activities on behalf of the noteholders and other issuer creditors) see the “<i>Rules of the Organisation of the Noteholders</i>”, Article 27 (<i>Duties and powers of the Representative of the Noteholders</i>).</p> <p>See also the section “DESCRIPTION OF THE INTERCREDITOR AGREEMENT”.</p>	

64	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	SEE RELATED EBA GUIDELINES
	64. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	
	Verified?	Yes
	PCS Comment	
	<p>See §3(a) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><<(a) for the purposes of compliance with article 22(1) of the Securitisation Regulation, under the Intercreditor Agreement each Originator (i) has confirmed that, as initial holder of the Notes, it has been in possession, before pricing, of data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years, and (ii) in case of transfer of any Notes by such Originator to third party investors after the Issue Date, has undertaken to make available to such investors before pricing on the Data Repository, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data shall cover a period of at least 5 (five) years, pursuant to article 22(1) of the Securitisation Regulation and the EBA Guidelines on STS Criteria (for further details, see the section headed "Description of the Intercreditor Agreement");>>.</p>	
65	STS criteria	SEE RELATED EBA GUIDELINES
	65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
	Verified?	Yes
	PCS Comment	
	See statement in this respect contained in the sections mentioned in point 64 above.	
66	STS criteria	SEE RELATED EBA GUIDELINES
	66. Those data shall cover a period no shorter than five years.	
	Verified?	Yes
	PCS Comment	
	See statement in this respect contained in the sections mentioned in point 64 above.	
67	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.	

	STS criteria	SEE RELATED EBA GUIDELINES
	67. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	
	Verified?	Yes
	PCS Comment	
	<p>See §3(b) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><<(b) for the purposes of compliance with article 22(2) of the Securitisation Regulation, an external verification (including verification that the data disclosed in this Prospectus in respect of the Receivables is accurate) has been made in respect of the Portfolio prior to the Issue Date by an appropriate and independent party and no significant adverse findings have been found (for further details, see the section headed "The Portfolio – Pool Audit");>>.</p> <p>In the Section "The Portfolio" it is also stated that <<Pursuant to article 22(2) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, the Pool Audit Reports has been prepared in respect of the Portfolio prior to the Issue Date and no significant adverse findings have been found.>>.</p> <p>Pool Audit Report is defined as:</p> <p><<"Pool Audit Reports" means the reports prepared by an appropriate and independent party pursuant to article 22, paragraph 2, of the Securitisation Regulation and the relevant EBA Guidelines on STS Criteria, in order to verify:</p> <p>(i) that the data disclosed in the Prospectus in respect of the Receivables is accurate;</p> <p>(ii) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample portfolio; and</p> <p>(iii) that the data of the Receivables included in the Portfolio contained in the loan-by-loan data tape prepared by Banca Carige are compliant with the Criteria that are able to be tested prior to the Issue Date.>>.</p> <p>PCS verified the reports mentioned in the above R&W and was satisfied that they were made by an independent party and met the required attributes.</p>	
68	STS criteria	SEE RELATED EBA GUIDELINES
	68. Including verification that the data disclosed in respect of the underlying exposures is accurate.	
	Verified?	Yes
	PCS Comment	
	See statement in this respect contained in the sections mentioned in point 67 above.	
69	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	STS criteria	SEE RELATED EBA GUIDELINES

	<p>69. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>See §3(c) of “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(c) for the purposes of compliance with article 22(3) of the Securitisation Regulation, under the Intercréditor Agreement each Originator (i) has confirmed that, as initial holder of the Notes, it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originators, the investors in the Notes, other third parties and the Issuer, and (ii) in case of transfer of any Notes by such Originator to third party investors after the Issue Date, has undertaken to make available to such investors before pricing through the Data Repository, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originators, the investors in the Notes, other third parties and the Issuer. In addition, under the Intercréditor Agreement, each Originator has undertaken to: (1) make available to investors in the Notes on an ongoing basis and to potential investors in the Notes, upon request, through the Data Repository, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originators, the investors in the Notes, other third parties and the Issuer; and (2) update such cash flow model, in case there will be significant changes in the cash flows.>>.</p>
70	<p>STS criteria SEE RELATED EBA GUIDELINES</p>
	<p>70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>See the statement contained under point 69 above.</p>
71	<p>Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS</p>
	<p>22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1). 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</p> <p>22.6 By 10 July 2021, the ESAs shall develop, through the Joint Committee of the European Supervisory Authorities, draft regulatory technical standards in accordance with Articles 10 to 14 of Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 on the content, methodologies and presentation of information referred to in the second subparagraph of paragraph 4 of this Article, in respect of the sustainability indicators in relation to adverse impacts on the climate and other environmental, social and governance-related adverse impacts.</p>
	<p>STS criteria SEE RELATED EBA GUIDELINES</p>
	<p>71. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>

	<p>The receivables arise from SME loans and are therefore not subject to this requirement.</p> <p>As to the impacts on sustainability factors, PCS was informed that, for the time being, no specific publication is envisaged.</p>
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72	Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS		
	<p>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.</p>		
	STS criteria		
	<p>72. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.</p>		
	<table> <tr> <td>Verified?</td><td>Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See the statement contained in §3(e) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><i><<(e) for the purposes of compliance with article 22(5), under the Intercreditor Agreement, the Originators and the Issuer have designated among themselves Banca Carige as the reporting entity pursuant to article 7(2) of the Securitisation Regulation (the "Reporting Entity") and have agreed, and the other parties thereto have acknowledged, that the Reporting Entity shall be responsible for compliance with article 7 of the Securitisation Regulation, pursuant to the Transaction Documents. In that respect, Banca Carige, in its capacity as Reporting Entity, will fulfil the information requirements pursuant to points (a), (b), (c), (d), (e), (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation by making available the relevant information through the Data Repository.>>.</i></p>		

73	Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS		
	<p>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.</p>		
	STS criteria		
	<p>73. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.</p>		
	<table> <tr> <td>Verified?</td><td>Yes</td></tr> </table>	Verified?	Yes
Verified?	Yes		
	PCS Comment		
	<p>See the statement contained in §3(e)(i) of "COMPLIANCE WITH STS REQUIREMENTS" that:</p> <p><i><<As to pre-pricing disclosure requirements set out under articles 7 and 22 of the Securitisation Regulation, under the Intercreditor Agreement:</i></p> <p><i>(i) each Originator, as initial holder of the Notes, has confirmed that it has been, before pricing, in possession of (i) data relating to each Loan (and therefore it has not requested to receive the information under point (a) of the first subparagraph of article 7(1) of the Securitisation Regulation, including, to the extent required by any applicable law or regulation, data on the environmental performance of the Real Estate Assets) and the information under points (b), (c) and (d) of the first subparagraph of article 7(1) of the Securitisation Regulation, (ii) data on static and dynamic historical default and loss</i></p>		

	<i>performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data covers a period of at least 5 (five) years, pursuant to article 22(1) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, and (iii) a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originators, the investors in the Notes, other third parties and the Issuer pursuant to article 22(3) of the Securitisation Regulation and the EBA Guidelines on STS Criteria;>>.</i>	
74	STS criteria	
	74. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	
	Verified?	Yes
	PCS Comment	
	See the statement mentioned under point 73 above.	

75	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	
	STS criteria	
	75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	
	Verified?	Yes
	PCS Comment	
	See the following statement in Section “COMPLIANCE WITH STS REQUIREMENTS”, sub paragraph 3(e): <i><<(iv) the Issuer will deliver to the Reporting Entity (i) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for the Reporting Entity to make available such documents to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date, and (ii) any other document or information that may be required to be disclosed to the investors or potential investors in the Notes pursuant to the Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already in its possession); (...)>>.</i>	

76	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;	
	STS criteria	
	76. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (a) information on the underlying exposures on a quarterly basis,	

Verified?	Yes
<p>PCS Comment</p> <p>See §3(e) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><<As to post-closing disclosure requirements set out under articles 7 and 22 of the Securitisation Regulation, under the Intercreditor Agreement, the relevant Parties have acknowledged and agreed as follows:</p> <p>(i) pursuant to the Servicing Agreement, Master the Servicer will prepare the Loan by Loan Report (which includes all the information set out under point (a) of the first subparagraph of article 7(1) and article 22(4) of the Securitisation Regulation) and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available to the entities referred to under article 7(1) of the Securitisation Regulation by means of the Data Repository, as the case may be, the Loan by Loan Report (simultaneously with the Investor Report) by no later than one month after the relevant Payment Date;>>.</p>	

77	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <ul style="list-style-type: none">(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;(ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;(iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;(iv) the servicing, back-up servicing, administration and cash management agreements;(v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;(vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;		
STS criteria		
<p>77. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <ul style="list-style-type: none">(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;		
Verified?		Yes
PCS Comment		
<p>See “GENERAL INFORMATION - Documents available for inspection”.</p> <p>The statement above also contains confirmation that the documents provided include all the underlying documents that are essential for understanding the Securitisation and each of the documents referred to in point (b) of article 7, paragraph 1, of the Securitisation Regulation.</p> <p>See also the following statement in §3(e) of “COMPLIANCE WITH STS REQUIREMENTS”:</p> <p><<(iv) the Issuer will deliver to the Reporting Entity (i) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for the Reporting Entity to make available such documents to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date, and (ii) any other document or information that may be required to be disclosed to the investors or potential investors in the Notes pursuant to the Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already in its possession); and</p> <p>(v) the Reporting Entity shall make available to the investors in the Notes the STS Notification (as defined under the Securitisation Regulation) by not later than 15 (fifteen) days after the Issue Date,>>.</p> <p>The following statements in §3(e) of “COMPLIANCE WITH STS REQUIREMENTS” is also noted:</p>		

	<p><<Under the Intercreditor Agreement, the Reporting Entity has undertaken to the Issuer and the Representative of the Noteholders:</p> <p>(i) to ensure that Noteholders and prospective investors (if any) have readily available access to (i) all information necessary to conduct comprehensive and well informed stress tests and to fulfil their monitoring and due diligence duties under article 5 of the Securitisation Regulation, which does not form part of this Prospectus as at the Issue Date but may be of assistance to prospective investors (if any) before investing; and (ii) any other information which is required to be disclosed to Noteholders and to prospective investors (if any) pursuant to the Securitisation Regulation and the applicable Regulatory Technical Standards;</p> <p>(ii) to ensure that the competent supervisory authorities pursuant to article 29 of the Securitisation Regulation have readily available access to any information which is required to be disclosed pursuant to the Securitisation Regulation.>>.</p>	
78	STS criteria	
	78. (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
79	STS criteria	
	79. (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;	
	Verified?	Yes
	PCS Comment	
	No derivatives, guarantee agreements or collateralisation arrangements are contemplated for this transaction.	
80	STS criteria	
	80. (iv) the servicing, back-up servicing, administration and cash management agreements;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
81	STS criteria	
	81. (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;	
	Verified?	Yes
	PCS Comment	

	See point 77 above.				
82	STS criteria 82. (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements; <table> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td>PCS Comment</td><td>See point 77 above. Derivatives, subordinated loan agreements, start-up loan agreements and liquidity facility agreements are not contemplated as Transaction Documents.</td></tr> </table>	Verified?	Yes	PCS Comment	See point 77 above. Derivatives, subordinated loan agreements, start-up loan agreements and liquidity facility agreements are not contemplated as Transaction Documents.
Verified?	Yes				
PCS Comment	See point 77 above. Derivatives, subordinated loan agreements, start-up loan agreements and liquidity facility agreements are not contemplated as Transaction Documents.				

83	Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS 7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation; STS criteria 83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation; <table> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td>PCS Comment</td><td>See “Terms and Conditions” – Condition 4 (<i>Priority of Payments</i>) and the Section “TRANSACTION OVERVIEW” of the Prospectus.</td></tr> </table>	Verified?	Yes	PCS Comment	See “Terms and Conditions” – Condition 4 (<i>Priority of Payments</i>) and the Section “TRANSACTION OVERVIEW” of the Prospectus.
Verified?	Yes				
PCS Comment	See “Terms and Conditions” – Condition 4 (<i>Priority of Payments</i>) and the Section “TRANSACTION OVERVIEW” of the Prospectus.				

84	Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable: (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position; STS criteria 84. (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:
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	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;	
	Verified?	Yes
	PCS Comment	
	<p>The Prospectus is not made in compliance with the Prospectus Regulation (see statement on cover page).</p> <p>However, the Prospectus was prepared in compliance with Italian law 130/1999 and for the purpose of meeting this requirement.</p> <p>The Prospectus has the content required by this provision.</p>	
85	STS criteria	
	85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	
	Verified?	Yes
	PCS Comment	
86	STS criteria	
	86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	Verified?	Yes
	PCS Comment	
87	STS criteria	
	87. (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	Verified?	Yes
	PCS Comment	

7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
STS criteria	
88. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
Verified?	Yes
PCS Comment	
<p>See the following statement in Section "COMPLIANCE WITH STS REQUIREMENTS", sub paragraph 3(e):</p> <p><<(v) the Reporting Entity shall make available to the investors in the Notes the STS Notification (as defined under the Securitisation Regulation) by not later than 15 (fifteen) days after the Issue Date,>>.</p> <p>See also the following statement in "TRANSACTION OVERVIEW – STS-SECURITISATION:</p> <p><<(…) the Originators intend to submit on or about the Issue Date a notification to the ESMA for the Securitisation to be included in the list published by ESMA as referred to in article 27(5) of the Securitisation Regulation (the "STS Notification")>>.</p> <p>See also point 77 above.</p> <p>Banca Carige is designated as the first contact point for investors in the Notes and competent authorities pursuant to and for the purposes of third sub-paragraph of article 27(1) of the Securitisation Regulation.</p>	

89	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:</p> <ul style="list-style-type: none">(i) all materially relevant data on the credit quality and performance of underlying exposures;(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.		
STS criteria		
89. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:		
Verified?		Yes
PCS Comment		

	<p>See §3(e)(ii) of "COMPLIANCE WITH STS REQUIREMENTS" where it is stated, as to post closing information</p> <p><<(ii) pursuant to the Cash Allocation, Management and Payments Agreement, the Calculation Agent will prepare the ESMA Investor Report (which includes all the information set out under point (e) of the first subparagraph of article 7(1) of the Securitisation Regulation) and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available to the entities referred to under article 7(1) of the Securitisation Regulation by means of the Data Repository the Investor Report (simultaneously with the Loan by Loan Report) by no later than the 1 (one) month after the relevant Payment Date;>>.</p>	
90	STS criteria	
	90. (i) all materially relevant data on the credit quality and performance of underlying exposures;	
	Verified?	Yes
	PCS Comment	
	See point 89 above.	
91	STS criteria	
	91. (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	Verified?	Yes
	PCS Comment	
	See point 89 above.	
92	STS criteria	
	92. (ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See point 89 above.	
93	STS criteria	
	93. (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	
	Verified?	Yes
	PCS-Comment	
	See point 89 above.	

94	Legislative text – Article 22 - Requirements relating to transparency		GO TO TABLE OF CONTENTS
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;		
	STS criteria		
	94. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;		
	Verified?	Yes	
	PCS Comment		
	See §3(e) of “COMPLIANCE WITH STS REQUIREMENTS” where it is stated, as to post closing information <<(iii) pursuant to the Cash Allocation, Management and Payments Agreement, the Calculation Agent will prepare the Inside Information and Significant Event Report (which includes all the information set out under points (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation, including, inter alia, the events which trigger changes in the Priorities of Payments) and will deliver it to the Reporting Entity without delay in order for the Reporting Entity to make it available to the entities referred to under article 7(1) of the Securitisation Regulation by means of the Data Repository; it being understood that, in accordance with the Cash Allocation, Management and Payments Agreement, the Calculation Agent shall (A) without undue delay and (B) by no later than the 1 (one) month after the relevant Payment Date: (y) prepare an ad hoc Inside Information and Significant Event Report on the basis of the information provided under points (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation notified to the Calculation Agent or of the information that the Calculation Agent is in any case aware of; and (z) deliver it to the Reporting Entity in order to make it available to the entities referred to under article 7(1) of the Securitisation Regulation by means of the Data Repository;>>.		

95	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(g) where point (f) does not apply, any significant event such as:</p> <ul style="list-style-type: none">(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;(ii) a change in the structural features that can materially impact the performance of the securitisation;(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;(iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;(v) any material amendment to transaction documents.		
STS criteria		
<p>95. (g) where point (f) does not apply, any significant event such as:</p> <p>(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;</p>		
Verified?		Yes
PCS Comment		

	See point 94 above.	
96	STS criteria	
	96. (ii) a change in the structural features that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See point 94 above.	
97	STS criteria	
	97. (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment	
	See point 94 above.	
98	STS criteria	
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;	
	Verified?	Yes
	PCS Comment	
	See point 94 above.	
99	STS criteria	
	99. (v) any material amendment to transaction documents.	
	Verified?	Yes
	PCS Comment	
	See point 94 above.	

7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)	
STS criteria	
100. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)	
Verified?	Yes
PCS Comment	
See points 89 and 94: both the Loan by Loan Report and the ESMA Investor Report will be made available, simultaneously, by no later than one month after the relevant Payment Date.	

101	Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS
<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>	
STS criteria	
101. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	
Verified?	Yes
PCS Comment	
<p>See the statement quoted in point 94 above.</p> <p>See also the following statement under §3(e) of "COMPLIANCE WITH STS REQUIREMENTS":</p> <p><i><<Under the Intercreditor Agreement, each of the relevant parties (in any capacity) has undertaken to notify promptly to the Reporting Entity and the Calculation Agent any information set out under point (f) of the first subparagraph of article 7(1) of the Securitisation Regulation or the occurrence of any event set out under point (g) of the first subparagraph of article 7(1) of the Securitisation Regulation (as the case may be) in order to allow the Calculation Agent to prepare and deliver to the Reporting Entity the Inside Information and Significant Event Report in a timely manner in order for the Reporting Entity to make it available (A) without undue delay and (B) by no later than the 1 (one) month after the relevant Payment Date in accordance with the provisions above and the Intercreditor Agreement.</i></p> <p><i>In addition, in order to ensure that the disclosure requirements set out under article 7 and 22 of the Securitisation Regulation are fulfilled by the Reporting Entity, under the Intercreditor Agreement each party to such agreement has undertaken to provide the Reporting Entity with any further information which from time to time is required under the Securitisation Regulation that is not covered under the Intercreditor Agreement.>>.</i></p>	

102	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
<p>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.</p> <p>The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.</p> <p>Or</p> <p>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.</p>		
STS criteria		
<p>102. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.</p>		
Verified?		Yes
PCS Comment		
<p>See §3(e) of “COMPLIANCE WITH STS REQUIREMENTS”.</p> <p><i><<(e) for the purposes of compliance with article 22(5), under the Intercreditor Agreement, <u>the Originators and the Issuer have designated among themselves Banca Carige as the reporting entity pursuant to article 7(2) of the Securitisation Regulation (the “Reporting Entity”) and have agreed, and the other parties thereto have acknowledged, that the Reporting Entity shall be responsible for compliance with article 7 of the Securitisation Regulation, pursuant to the Transaction Documents. In that respect, Banca Carige, in its capacity as Reporting Entity, will fulfil the information requirements pursuant to points (a), (b), (c), (d), (e), (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation by making available the relevant information through the Data Repository.>>.</u></i></p>		

103	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
<p>7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (c), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>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.</p>		
STS criteria		
<p>103. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.</p>		
Verified?		Yes
PCS Comment		
<p>Banca Carige is the “Reporting Entity”: see this statement mentioned in point 102 above.</p> <p><i><<“Data Repository” means the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the Securitisation Regulation as notified to the investors in the Notes.>>.</i></p>		

Definitions:

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

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

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

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

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

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

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

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

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

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

EBA Final non-ABCP STS Guidelines:

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

2a	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>17. The criterion in Article 20(2) is designed to ensure the enforceability of the transfer of legal title in the event of the seller's insolvency. More specifically, if the underlying exposures sold to the SSPE could be reclaimed for the sole reason that their transfer was effected within a certain period before the seller's insolvency, or if the SSPE could prevent the reclaim only by proving that it was unaware of the seller's insolvency at the time of transfer, such clauses would expose investors to a high risk that the underlying exposures would not effectively back their contractual claims. For this reason, Article 20(2) specifies that such clauses constitute severe clawback provisions, which may not be contained in STS securitisation.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p><i>True sale, assignment or transfer with the same legal effect</i></p> <p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p> <p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p> <p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p> <p>(c) assessment of clawback risks and re-characterisation risks.</p> <p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p> <p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

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

3	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>19. Article 20(4) specifies that, where the transfer of title occurs not directly between the seller and the SSPE but through one or more intermediary steps involving further parties, the requirements relating to the true sale, assignment or other transfer with the same legal effect, apply at each step.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>True sale, assignment or transfer with the same legal effect</i>	
	<p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p>	
	<p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p>	
	<p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p>	
	<p>(c) assessment of clawback risks and re-characterisation risks.</p>	
	<p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p>	
	<p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

4	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<p>20. The objective of the criterion in Article 20(5) is to minimise legal risks related to unperfected transfers in the context of an assignment of the underlying exposures, by specifying a minimum set of events subsequent to closing that should trigger the perfection of the transfer of the underlying exposures.</p>	
	<p>22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p>	
	<p>(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;</p>	
	<p>(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>Severe deterioration in the seller credit quality standing</i>	
	<p>13. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the transaction documentation should identify, with regard to the trigger of 'severe deterioration in the seller credit quality standing', credit quality thresholds that are objectively observable and related to the financial health of the seller.</p>	
	<i>Insolvency of the seller</i>	
	<p>14. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the trigger of 'insolvency of the seller' should refer, at least, to events of legal insolvency as defined in national legal frameworks.</p>	

5	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	21. The objective of the criterion in Article 20(6), which requires the seller to provide the representations and warranties confirming to the seller's best knowledge that the transferred exposures are neither encumbered nor otherwise in a condition that could potentially adversely affect the enforceability of the transfer of title, is to ensure that the underlying exposures are not only beyond the reach not only of the seller but equally of its creditors, and to allocate the commercial risk of the encumbrance of the underlying exposures to the seller.	
	EBA Final non-ABCP STS Guidelines	

6	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))	
	23. The objective of this criterion in Article 20(7) is to ensure that the selection and transfer of the underlying exposures in the securitisation is done in a manner which facilitates in a clear and consistent fashion the identification of which exposures are selected for/transferred into the securitisation, and to enable the investors to assess the credit risk of the asset pool prior to their investment decisions.	
	EBA Final non-ABCP STS Guidelines	

4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))		
Clear eligibility criteria		
17. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, the criteria should be understood to be 'clear' where compliance with them is possible to be determined by a court or tribunal, as a matter of law or fact or both.		

7	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>24. Consistently with this objective, the active portfolio management of the exposures in the securitisation should be prohibited, given that it adds a layer of complexity and increases the agency risk arising in the securitisation by making the securitisation's performance dependent on both the performance of the underlying exposures and the performance of the management of the transaction. The payments of STS securitisations should depend exclusively on the performance of the underlying exposures.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>Active portfolio management</p> <p>15. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, active portfolio management should be understood as portfolio management to which either of the following applies:</p> <p>(a) the portfolio management makes the performance of the securitisation dependent both on the performance of the underlying exposures and on the performance of the portfolio management of the securitisation, thereby preventing the investor from modelling the credit risk of the underlying exposures without considering the portfolio management strategy of the portfolio manager;</p> <p>(b) the portfolio management is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.</p> <p>16. The techniques of portfolio management that should not be considered active portfolio management include:</p> <p>(a) substitution or repurchase of underlying exposures due to the breach of representations or warranties;</p> <p>(b) substitution or repurchase of the underlying exposures that are subject to regulatory dispute or investigation to facilitate the resolution of the dispute or the end of the investigation;</p> <p>(c) replenishment of underlying exposures by adding underlying exposures as substitutes for amortised or defaulted exposures during the revolving period;</p> <p>(d) acquisition of new underlying exposures during the 'ramp up' period to line up the value of the underlying exposures with the value of the securitisation obligation(e) repurchase of underlying exposures in the context of the exercise of clean-up call options, in accordance with Article 244(3)(g) of Regulation (EU) 2017/2401;</p> <p>(f) repurchase of defaulted exposures to facilitate the recovery and liquidation process with respect to those exposures;</p> <p>(g) repurchase of underlying exposures under the repurchase obligation in accordance with Article 20(13) of Regulation (EU) 2017/2402.</p>	

8	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>25. Revolving periods and other structural mechanisms resulting in the inclusion of exposures in the securitisation after the closing of the transaction may introduce the risk that exposures of lesser quality can be transferred into the pool. For this reason, it should be ensured that any exposure transferred into the securitisation after the closing meets the eligibility criteria, which are no less strict than those used to structure the initial pool of the securitisation.</p> <p>26. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) the purpose of the requirement on the portfolio management, and the provision of examples of techniques which should not be regarded as active portfolio management: this criterion should be considered without prejudice to the existing requirements with respect to the similarity of the underwriting standards in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in a securitisation be underwritten according to similar underwriting standards;</p> <p>(b) interpretation of the term 'clear' eligibility criteria;</p> <p>(c) clarification with respect to the eligibility criteria that need to be met with respect to the exposures transferred to the SSPE after the closing.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p><i>Eligibility criteria to be met for exposures transferred to the SSPE after the closing of the transaction</i></p> <p>18. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, 'meeting the eligibility criteria applied to the initial underlying exposures' should be understood to mean eligibility criteria that comply with either of the following:</p> <p>(a) with regard to normal securitisations, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the closing of the transaction;</p> <p>(b) with regard to securitisations that issue multiple series of securities including master trusts, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the most recent issuance, with the results that the eligibility criteria may vary from closing to closing, with the agreement of securitisation parties and in accordance with the transaction documentation.</p> <p>19. Eligibility criteria to be applied to the underlying exposures in accordance with paragraph 18 should be specified in the transaction documentation and should refer to eligibility criteria applied at exposure level.</p>	
9	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>27. The criterion on the homogeneity as specified in the first subparagraph of Article 20(8) has been further clarified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402.</p>	
	EBA Final non-ABCP STS Guidelines	

10,	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
11	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>28. The objective of the criterion specified in the third sentence in the first subparagraph and in the second subparagraph of Article 20(8) is to ensure that the underlying exposures contain valid and binding obligations of the debtor/guarantor, including rights to payments or to any other income from assets supporting such payments that result in a periodic and well-defined stream of payments to the investors.</p> <p>30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to:</p> <p>(a) interpretation of the term 'contractually binding and enforceable obligations';</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p><i>Contractually binding and enforceable obligations</i></p> <p>20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, 'obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors' should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.</p>	
12,	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
13	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p><i>Exposures with periodic payment streams</i></p> <p>21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:</p> <p>(a) exposures payable in a single instalment in the case of revolving securitisation, as referred to in Article 20(12) of Regulation (EU) 2017/2402;</p> <p>(b) exposures related to credit card facilities;</p> <p>(c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages;</p> <p>(d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met:</p> <p>(i) the remaining principal is repaid at the maturity;</p> <p>(ii) the repayment of the principal is dependent on the sale of assets securing the exposure, in accordance with Article 20(13) of Regulation (EU) 2017/2402 and paragraphs 47 to 49;</p> <p>(e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender.</p>	

14	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))	
	29. The objective of the criterion specified in the third subparagraph is that the underlying exposures do not include transferable securities, as they may add to the complexity of the transaction and of the risk and due diligence analysis to be carried out by the investor.	
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15	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No resecuritisation (Article 20(9))	
	31. The objective of this criterion is to prohibit resecuritisation subject to derogations for certain cases or for resecuritisation as specified in Regulation (EU) 2017/2402. This is a lesson learnt from the financial crisis, when resecuritisations were structured into highly leveraged structures in which notes of lower credit quality could be re-packaged and credit enhanced, resulting in transactions whereby small changes in the credit performance of the underlying assets had severe impacts on the credit quality of the resecuritisation bonds. The modelling of the credit risk arising in these bonds proved very difficult, also due to high levels of correlations arising in the resulting structures.	
	32. The criterion is deemed sufficiently clear and does not require any further clarification.	
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16	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	33. The objective of the criterion specified in the first subparagraph of Article 20(10) is to prevent cherry picking and to ensure that the exposures that are to be securitised do not belong to exposure types that are outside the ordinary business of the originator, i.e. types of exposures in which the originator or original lender may have less expertise and/or interest at stake. This criterion is focused on disclosure of changes to the underwriting standards and aims to help the investors assess the underwriting standards pursuant to which the exposures transferred into securitisation have been originated.	
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17	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	37. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:	
	(a) the term ‘similar exposures’, with reference to requirements specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;	
	(b) the term ‘no less stringent underwriting standards’: independently of the guidance provided in these guidelines, it is understood that, in the spirit of restricting the ‘originate-to-distribute’ model of underwriting, where similar exposures exist on the originator’s balance sheet, the underwriting standards that have been applied to the securitised exposures should also have been applied to similar exposures that have not been securitised, i.e. the underwriting standards should have been applied not solely to securitised exposures;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator’s expertise (Article 20(10))	
	<i>No less stringent underwriting standards</i>	
	23. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the underwriting standards applied to securitised exposures should be compared to the underwriting standards applied to similar exposures at the time of origination of the securitised exposures.	
	24. Compliance with this requirement should not require either the originator or the original lender to hold similar exposures on its balance sheet at the time of the selection of the securitised exposures or at the exact time of their securitisation, nor should it require that similar exposures were actually originated at the time of origination of the securitised exposures.	

18	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	<p>37 (c) clarification of the requirement to disclose material changes from prior underwriting standards to potential investors without undue delay: the guidance clarifies that this requirement should be forward-looking only, referring to material changes to the underwriting standards after the closing of the securitisation. The guidance clarifies the interactions with the requirement for similarity of the underwriting standards set out in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in securitisation be underwritten according to similar underwriting standards;</p>	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	<i>Disclosure of material changes from prior underwriting standards</i>	
	<p>25. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, material changes to the underwriting standards that are required to be fully disclosed should be understood to be those material changes to the underwriting standards that are applied to the exposures that are transferred to, or assigned by, the SSPE after the closing of the securitisation in the context of portfolio management as referred to in paragraphs 15 and 16.</p>	
	<p>26. Changes to such underwriting standards should be deemed material where they refer to either of the following types of changes to the underwriting standards:</p>	
	<p>(a) changes which affect the requirement of the similarity of the underwriting standards further specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;</p>	
	<p>(b) changes which materially affect the overall credit risk or expected average performance of the portfolio of underlying exposures without resulting in substantially different approaches to the assessment of the credit risk associated with the underlying exposures.</p>	
	<p>27. The disclosure of all changes to underwriting standards should include an explanation of the purpose of such changes.</p>	
	<p>28. With regard to trade receivables that are not originated in the form of a loan, reference to underwriting standards in Article 20(10) should be understood to refer to credit standards applied by the seller to short-term credit generally of the type giving rise to the securitised exposures and proposed to its customers in relation to the sales of its products and services.</p>	

19	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	34. The objective of the criterion specified in the second subparagraph of Article 20(10) is to prohibit the securitisation of self-certified mortgages for STS purposes, given the moral hazard that is inherent in granting such types of loans.	
	37 (d) the scope of the criterion with respect to the specific types of residential loans as referred to in the second subparagraph of Article 20(10) and to the nature of the information that should be captured by this criterion;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	Residential loans	
	29. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the pool of underlying exposures should not include residential loans that were both marketed and underwritten on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender.	
	30. Residential loans that were underwritten but were not marketed on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender, or become aware after the loan was underwritten, are not captured by this requirement.	
	31. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the 'information' provided should be considered to be only relevant information. The relevance of the information should be based on whether the information is a relevant underwriting metric, such as information considered relevant for assessing the creditworthiness of a borrower, for assessing access to collateral and for reducing the risk of fraud.	
	32. Relevant information for general non-income-generating residential mortgages should normally be considered to constitute income, and relevant information for income-generating residential mortgages should normally be considered to constitute rental income. Information that is not useful as an underwriting metric, such as mobile phone numbers, should not be considered relevant information.	
20	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	35. The objective of the criterion specified in the third subparagraph of Article 20(10) is to ensure that the assessment of the borrower's creditworthiness is based on robust processes. It is expected that the application of this article will be limited in practice, given that the STS is limited to originators based in the EU, and the criterion is understood to cover only exposures originated by the EU originators to borrowers in non-EU countries.	
	37. (e) clarification of the criterion with respect to the assessment of a borrower's creditworthiness based on equivalent requirements in third countries;	
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21	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	<p>36. The objective of the criterion specified in the fourth subparagraph of Article 20(10) is for the originator or original lender to have an established performance history of credit claims or receivables similar to those being securitised, and for an appropriately long period of time.</p>	
	<p>37. (f) identification of criteria on which the expertise of the originator or the original lender should be determined:</p>	
	<p>(i) when assessing if the originator or the original lender has the required expertise, some general principles should be set out against which the expertise should be assessed. The general principles have been designed to allow a robust qualitative assessment of the expertise. One of these principles is the regulatory authorisation: this is to allow for more flexibility in such qualitative assessments of the expertise if the originator or the original lender is a prudentially regulated institution which holds regulatory authorisations or permissions that are relevant with respect to origination of similar exposures. The regulatory authorisation in itself should, however, not be a guarantee that the originator or original lender has the required expertise;</p>	
	<p>(ii) irrespective of such general principles, specific criteria should be developed, based on specifying a minimum period for an entity to perform the business of originating similar exposures, compliance with which would enable the entity to be considered to have a sufficient expertise. Such expertise should be assessed at the group level, so that possible restructuring at the entity level would not automatically lead to non-compliance with the expertise criterion. It is not the intention of such specific criteria to form an impediment to the entry of new participants to the market. Such entities should also be eligible for compliance with the expertise criterion, as long as their management body and senior staff with managerial responsibility for origination of similar exposures, have sufficient experience over a minimum specified period.</p>	
	<p>38. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	Similar exposures	
	<p>22. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, exposures should be considered to be similar when one of the following conditions is met:</p>	
	<p>(a) the exposures belong to one of the following asset categories referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402:</p>	
	<p>(i) residential loans secured with one or several mortgages on residential immovable property, or residential loans fully guaranteed by an eligible protection provider among those referred to in Article 20(1) of Regulation (EU) No 575/2013 qualifying for credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that regulation;</p>	
	<p>(ii) commercial loans secured with one or several mortgages on commercial immovable property or other commercial premises;</p>	
	<p>(iii) credit facilities provided to individuals for personal, family or household consumption purposes;</p>	
	<p>(iv) auto loans and leases;</p>	
	<p>(v) credit card receivables;</p>	
	<p>(vi) trade receivables;</p>	
	<p>(b) the exposures fall under the asset category of credit facilities provided to micro-, small-, medium-sized and other types of enterprises and corporates including loans and leases, as referred to in Article 2(d) of the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, as underlying exposures of a certain type of obligor;</p>	
	<p>(c) where they do not belong to any of the asset categories referred to in points (a) and (b) of this paragraph and as referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous for the purposes of Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, the underlying exposures share similar characteristics with respect to the type of obligor, ranking of security rights, type of immovable property and/or jurisdiction.</p>	
	<p><i>Criteria for determining the expertise of the originator or original lender</i></p>	
	<p>34. For the purposes of determining whether an originator or original lender has expertise in originating exposures of a similar nature to those securitised in accordance with Article 20(10) of Regulation (EU) 2017/2402, both of the following should apply:</p>	

- (a) the members of the management body of the originator or original lender and the senior staff, other than the members of the management body, responsible for managing the originating of exposures of a similar nature to those securitised should have adequate knowledge and skills in the origination of exposures of a similar nature to those securitised;
- (b) any of the following principles on the quality of the expertise should be taken into account:
- (i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;
 - (ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;
 - (iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of originating the exposures should be appropriate;
 - (iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to origination of exposures of a similar nature to those securitised.
35. An originator or original lender should be deemed to have the required expertise when either of the following applies:
- (a) the business of the entity, or of the consolidated group to which the entity belongs for accounting or prudential purposes, has included the originating of exposures similar to those securitised, for at least five years;
- (b) where the requirement referred to in point (a) is not met, the originator or original lender should be deemed to have the required expertise where they comply with both of the following:
- (i) at least two of the members of the management body have relevant professional experience in the origination of exposures similar to those securitised, at a personal level, of at least five years;
 - (ii) senior staff, other than members of the management body, who are responsible for managing the entity's originating of exposures similar to those securitised, have relevant professional experience in the origination of exposures of a similar nature to those securitised, at a personal level, of at least five years.
36. For the purposes of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.

23	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) Interpretation of the term 'exposures in default': given the differences in interpretation of the term 'default', the interpretation of this criterion should refer to additional guidance on this term provided in the existing delegated regulations and guidelines developed by the EBA, while taking into account the limitation of scope of that additional guidance to certain types of institutions;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>Exposures in default</p> <p>37. For the purposes of the first subparagraph of Article 20(11) of Regulation (EU) 2017/2402, the exposures in default should be interpreted in the meaning of Article 178(1) of Regulation (EU) 575/2013, as further specified by the Delegated Regulation on the materiality threshold for credit obligations past due developed in accordance with Article 178 of that Regulation, and by the EBA Guidelines on the application of the definition of default developed in accordance with Article 178(7) of that regulation.</p> <p>38. Where an originator or original lender is not an institution and is therefore not subject to Regulation (EU) 575/2013, the originator or original lender should comply with the guidance provided in the previous paragraph to the extent that such application is not deemed to be unduly burdensome. In that case, the originator or original lender should apply the established processes and the information obtained from debtors on origination of the exposures, information obtained from the originator in the course of its servicing of the exposures or in the course of its risk management procedure or information notified to the originator by a third party.</p>	

24	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt-restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.</p>	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p>	
	<p>(b) Interpretation of the term ‘exposures to a credit-impaired debtor or guarantor’: the interpretation should also take into account the interpretation provided in recital 26 of Regulation (EU) 2017/2402, according to which the circumstances specified in points (a) to (c) of Article 24(9) of that regulation are understood as specific situations of credit-impairedness to which exposures in the STS securitisation may not be exposed. Consequently, other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be outside the scope of this requirement. Moreover, taking into account the role of the guarantor as a risk bearer, it should be clarified that the requirement to exclude ‘exposures to a credit-impaired debtor or guarantor’ is not meant to exclude (i) exposures to a credit-impaired debtor when it has a guarantor that is not credit impaired; or (ii) exposures to a non-credit-impaired debtor when there is a credit-impaired guarantor;</p>	
	<p>(c) Interpretation of the term ‘to the best knowledge of’: the interpretation should follow the wording of recital 26 of Regulation (EU) 2017/2402, according to which an originator or original lender is not required to take all legally possible steps to determine the debtor’s credit status but is only required to take those steps that the originator/original lender usually takes within its activities in terms of origination, servicing, risk management and use of information that is received from third parties. This should not require the originator or original lender to check publicly available information, or to check entries in at least one credit registry where an originator or original lender does not conduct such checks within its regular activities in terms of origination, servicing, risk management and use of information received from third parties, but rather relies, for example, on other information that may include credit assessments provided by third parties. Such clarification is important because corporates that are not subject to EU financial sector regulation and that are acting as sellers with respect to STS securitisation may not always check entries in credit registries and, in line with the best knowledge standard, should not be obliged to perform additional checks at origination of any exposure for the purposes of later fulfilling this criterion in terms of any credit-impaired debtors or guarantors;</p>	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<i>Exposures to a credit-impaired debtor or guarantor</i>	
	<p>39. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the circumstances specified in points (a) to (c) of that paragraph should be understood as definitions of credit-impairedness. Other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be considered to be excluded from this requirement.</p>	
	<p>40. The prohibition of the selection and transfer to SSPE of underlying exposures ‘to a credit-impaired debtor or guarantor’ as referred to in Article 20(11) of Regulation (EU) 2017/2402 should be understood as the requirement that, at the time of selection, there should be a recourse for the full securitised exposure amount to at least one non-credit-impaired party, irrespective of whether that party is a debtor or a guarantor. Therefore, the underlying exposures should not include either of the following:</p>	
	<p>(a) exposures to a credit-impaired debtor, when there is no guarantor for the full securitised exposure amount;</p>	
	<p>(b) exposures to a credit-impaired debtor who has a credit-impaired guarantor.</p>	
	<i>To the best of the originator’s or original lender’s knowledge</i>	
	<p>41. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the ‘best knowledge’ standard should be considered to be fulfilled on the basis of information obtained only from any of the following combinations of sources and circumstances:</p>	
	<p>(a) debtors on origination of the exposures;</p>	
	<p>(b) the originator in the course of its servicing of the exposures or in the course of its risk management procedures;</p>	
	<p>(c) notifications to the originator by a third party;</p>	
	<p>(d) publicly available information or information on any entries in one or more credit registries of persons with adverse credit history at the time of origination of an underlying exposure, only to the extent that this information had already been taken into account in the context of (a), (b) and (c), and in accordance with the applicable regulatory and supervisory requirements, including with respect</p>	

	to sound credit granting criteria as specified in Article 9 of Regulation (EU) 2017/2402. This is with the exception of trade receivables that are not originated in the form of a loan, with respect to which credit-granting criteria do not need to be met.
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	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p><i>Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process</i></p> <p>42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.</p>	

29	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p><i>Credit registry</i></p> <p>43. The requirement referred to in Article 20(11)(b) of Regulation (EU) 2017/2402 should be limited to exposures to debtors or guarantors to which both of the following requirements apply at the time of origination of the underlying exposure:</p> <p>(a) the debtor or guarantor is explicitly flagged in a credit registry as an entity with adverse credit history due to negative status or negative information stored in the credit registry;</p> <p>(b) the debtor or guarantor is on the credit registry for reasons that are relevant to the purposes of the credit risk assessment.</p>	

30	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
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	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:	
	(e) Interpretation of the term ‘significantly higher risk of contractually agreed payments not being made for comparable exposures’: the term should be interpreted with a similar meaning to the requirement aiming to prevent adverse selection of assets referred to in Article 6(2) of Regulation (EU) 2017/2402, and further specified in the Article 16(2) of the Delegated Regulation specifying in greater detail the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402, given that in both cases the requirement (i) aims to prevent adverse selection of underlying exposures and (ii) relates to the comparison of the credit quality of exposures transferred to the SSPE and comparable exposures that remain on the originator’s balance sheet. To facilitate the interpretation, a list is given of examples of how to achieve compliance with the requirement.	
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	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	Risk of contractually agreed payments not being made being significantly higher than for comparable exposures	
	44. For the purposes of Article 20(11)(c) of Regulation (EU) 2017/2402, the exposures should not be considered to have a ‘credit assessment of a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised’ when the following conditions apply:	
	(a) the most relevant factors determining the expected performance of the underlying exposures are similar;	
	(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.	
	45. The requirement in the previous paragraph should be considered to have been met where either of the following applies:	
	(a) the underlying exposures do not include exposures that are classified as doubtful, impaired, non-performing or classified to the similar effect under the relevant accounting principles;	
	(b) the underlying exposures do not include exposures whose credit quality, based on credit ratings or other credit quality thresholds, significantly differs from the credit quality of comparable exposures that the originator originates in the course of its standard lending operations and credit risk strategy.	

31	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	At least one payment made (Article 20(12))	
	41. STS securitisations should minimise the extent to which investors are required to analyse and assess fraud and operational risk. At least one payment should therefore be made by each underlying borrower at the time of transfer, since this reduces the likelihood of the loan being subject to fraud or operational issues, unless in the case of revolving securitisations in which the distribution of securitised exposures is subject to constant changes because the securitisation relates to exposures payable in a single instalment or with an initial legal maturity of an exposure of below one year.	
	42. To facilitate consistent interpretation of this criterion, its scope and the types of payments referred to therein should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	4.6 At least one payment made (Article 20(12))	
	Scope of the criterion	
	46. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, further advances in terms of an exposure to a certain borrower should not be deemed to trigger a new ‘at least one payment’ requirement with respect to such an exposure.	
	At least one payment	
	47. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, the payment referred to in the requirement according to which ‘at least one payment’ should have been made at the time of transfer should be a rental, principal or interest payment or any other kind of payment.	

32	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>No predominant dependence on the sale of assets (Article 20(13))</p> <p>43. Dependence of the repayment of the holders of the securitisation positions on the sale of assets securing the underlying exposures increases the liquidity risks, market risks and maturity transformation risks to which the securitisation is exposed. It also makes the credit risk of the securitisation more difficult for investors to model and assess.</p> <p>44. The objective of this criterion is to ensure that the repayment of the principal balance of exposures at the contract maturity – and therefore repayment of the holders of the securitisation positions – is not intended to be predominantly reliant on the sale of assets securing the underlying exposures, unless the value of the assets is guaranteed or fully mitigated by a repurchase obligation.</p> <p>45. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) the term ‘predominant dependence’ on the sale of assets securing the underlying exposures should be further interpreted:</p> <p>(i) when assessing whether the repayment of the holders of the securitisation positions is or is not predominantly dependent on the sale of assets, the following three aspects should be taken into account: (i) the principal balance at contract maturity of underlying exposures that depend on the sale of assets securing those underlying exposures to repay the balance; (ii) the distribution of maturities of such exposures across the life of the transaction, which aims to reduce the risk of correlated defaults due to idiosyncratic shocks; and (iii) the granularity of the pool of exposures, which aims to promote sufficient distribution in sale dates and other characteristics that may affect the sale of the underlying exposures.</p> <p>(i) no types of securitisations should be excluded ex ante from the compliance with this criterion and from the STS securitisation as long as they meet all the requirements specified in the guidance. For example, this criterion does not aim to exclude leasing transactions and interest-only residential mortgages from STS securitisation, provided they comply with the guidance provided and all other applicable STS requirements. However, it is expected that commercial real estate transactions, or securitisations where the assets are commodities (e.g. oil, grain, gold), or bonds whose maturity dates fall after the maturity date of the securitisation, would not meet these requirements, as in all these cases it is expected that the repayment is predominantly reliant on the sale of the assets, that other possible ways to repay the securitisation positions are substantially limited, and that the granularity of the portfolio is low.</p> <p>46. With respect to the exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402, it should be ensured that the entity providing the guarantee or the repurchase obligation of the assets securing the underlying exposures is not an empty-shell or defaulted entity, so that it has sufficient loss absorbency to exercise the guarantee of the repurchase of the assets.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.7 No Predominant dependence on the sale of assets</p> <p><i>Predominant dependence on the sale of assets</i></p> <p>48. For the purposes of Article 20(13) of Regulation (EU) 2017/2402, transactions where all of the following conditions apply, at the time of origination of the securitisation in cases of amortising securitisation or during the revolving period in cases of revolving securitisation, should be considered not predominantly dependent on the sale of assets securing the underlying exposures, and therefore allowed:</p> <p>(a) the contractually agreed outstanding principal balance, at contract maturity of the underlying exposures that depend on the sale of the assets securing those underlying exposures to repay the principal balance, corresponds to no more than 50% of the total initial exposure value of all securitisation positions of the securitisation;</p> <p>(b) the maturities of the underlying exposures referred to in point (a) are not subject to material concentrations and are sufficiently distributed across the life of the transaction;</p> <p>(c) the aggregate exposure value of all the underlying exposures referred to in point (a) to a single obligor does not exceed 2% of the aggregate exposure value of all underlying exposures in the securitisation.</p> <p>49. Where there are no underlying exposures in the securitisation that depend on the sale of assets to repay their outstanding principal balance at contract maturity, the requirements in paragraph 48 should not apply.</p> <p><i>Exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402</i></p> <p>50. The exemption referred to in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402 with regard to the repayment of holders of securitisation positions whose underlying exposures are secured by assets, the value of which is guaranteed or fully mitigated by a repurchase obligation of either the assets securing the underlying exposures or of the underlying exposures themselves by another third party or parties, the seller or the third parties should meet both of the following conditions:</p> <p>(a) they are not insolvent;</p> <p>(b) there is no reason to believe that the entity would not be able to meet its obligations under the guarantee or the repurchase obligation.</p>	

33	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Risk retention (Article 21(1))	
	47. The main objective of the risk retention criterion is to ensure an alignment between the originators'/sponsors'/original lenders' and investors' interests, and to avoid application of the originate-to-distribute model in securitisation.	
	48. The content of the criterion is deemed sufficiently clear that no further guidance in addition to that provided by the Delegated Regulation further specifying the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402 is considered necessary.	
	EBA Final non-ABCP STS Guidelines	

34	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.	
	50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.	
	51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.	
	52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:	
	(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;	
	(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;	
	(c) clarification of the term 'common standards in international finance'.	
	EBA Final non-ABCP STS Guidelines	
	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	Appropriate mitigation of interest-rate and currency risks	
	51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.	
	52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:	
	(a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;	
	(b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;	
	(c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.	

	53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.
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35	Article 21 - Requirements relating to standardisation BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on background and rationale
	Appropriate mitigation of interest-rate and currency risks (Article 21(2)) <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term ‘common standards in international finance’.</p>
	EBA Final non-ABCP STS Guidelines
	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))
	Appropriate mitigation of interest-rate and currency risks <p>51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered ‘appropriately mitigated’, it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.</p> <p>52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:</p> <p>(a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;</p> <p>(b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;</p> <p>(c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.</p> <p>53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.</p> <p>54. The measures referred to in paragraphs 52 and 53, as well as the reasoning supporting the appropriateness of the mitigation of the interest-rate and currency risks through the life of the transaction, should be disclosed.</p>

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

37,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
38	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
Appropriate mitigation of interest-rate and currency risks (Article 21(2))		
49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.		
50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.		
51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.		
52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:		
(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;		
(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;		
(c) clarification of the term ‘common standards in international finance’.		
EBA Final non-ABCP STS Guidelines		
5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))		
Derivatives		
55. For the purpose of Article 21(2) of Regulation (EU) 2017/2402, exposures in the pool of underlying exposures that merely contain a derivative component exclusively serving the purpose of directly hedging the interest-rate or currency risk of the respective underlying exposure itself, which are not themselves derivatives, should not be understood to be prohibited.		

39	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>Common standards in international finance</p> <p>56. For the purposes of Article 21(2) of Regulation (EU) 2017/2402, common standards in international finance should include ISDA or similar established national documentation standards.</p>	

40	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Referenced interest payments (Article 21(3)) 53. The objective of this criterion is to prevent securitisations from making reference to interest rates that cannot be observed in the commonly accepted market practice. The credit risk and cash flow analysis that investors must be able to carry out should not involve atypical, complex or complicated rates or variables that cannot be modelled on the basis of market experience and practice. 54. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) the scope of the criterion (by specifying the common types and examples of interest rates captured by this criterion); (b) the term 'complex formulae or derivatives'.	
	EBA Final non-ABCP STS Guidelines	
	5.2 Referenced interest payments (Article 21(3)) Referenced rates 57. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, interest rates that should be considered to be an adequate reference basis for referenced interest payments should include all of the following: (a) interbank rates including the Libor, Euribor and other recognised benchmarks; (b) rates set by monetary policy authorities, including FED funds rates and central banks' discount rates; (c) sectoral rates reflective of a lender's cost of funds, including standard variable rates and internal interest rates that directly reflect the market costs of funding of a bank or a subset of institutions, to the extent that sufficient data are provided to investors to allow them to assess the relation of the sectoral rates to other market rates.	
	Complex formulae or derivatives 58. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, a formula should be considered to be complex when it meets the definition of an exotic instrument by the Global Association of Risk Professionals (GARP), which is a financial asset or instrument with features that make it more complex than simpler, plain vanilla, products. A complex formula or derivative should not be deemed to exist in the case of the mere use of interest-rate caps or floors.	

41	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))	
	55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.	
	56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.	
	57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.	
	58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.	
	EBA Final non-ABCP STS Guidelines	
	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))	
	<i>Exceptional circumstances</i>	
	59. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, a list of 'exceptional circumstances' should, to the extent possible, be included in the transaction documentation.	
	60. Given the nature of 'exceptional circumstances' and in order to allow some flexibility with respect to potential unusual circumstances requiring that cash be trapped in the SSPE in the best interests of investors, where a list of 'exceptional circumstances' is included in the transaction documentation in accordance with paragraph 59, such a list should be non-exhaustive.	
	<i>Amount trapped in the SSPE in the best interests of investors</i>	
	61. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, the amount of cash to be considered as trapped in the SSPE should be that agreed by the trustee or other representative of the investors who is legally required to act in the best interests of the investors, or by the investors in accordance with the voting provisions set out in the transaction documentation.	
	62. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, it should be permissible to trap the cash in the SSPE in the form of a reserve fund for future use, as long as the use of the reserve fund is exclusively limited to the purposes set out in Article 21(4)(a) of Regulation (EU) 2017/2402 or to orderly repayment to the investors.	

42	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))	
	55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.	
	56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.	
	57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.	
	58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.	
	EBA Final non-ABCP STS Guidelines	
	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))	
	<i>Repayment</i>	
	63. The requirements in Article 21(4)(b) of Regulation (EU) 2017/2402 should be understood as covering only the repayment of the principal, without covering the repayment of interest.	
	64. For the purposes of Article 21(4)(b) of Regulation (EU) 2017/2402, non-sequential payments of principal in a situation where an enforcement or an acceleration notice has been delivered should be prohibited. Where there is no enforcement or acceleration event, principal receipts could be allowed for replenishment purposes pursuant to Article 20(12) of that Regulation.	

44	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	
	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))	
	<i>Liquidation of the underlying exposures at market value</i>	
	65. For the purposes of Article 21(4)(d) of Regulation (EU) 2017/2402, the investors' decision to liquidate the underlying exposures at market value should not be considered to constitute an automatic liquidation of the underlying exposures at market value.	

45	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Non-sequential priority of payments (Article 21(5))	
	<p>59. The objective of this criterion is to ensure that non-sequential (pro rata) amortisation should be used only in conjunction with clearly specified contractual triggers that determine the switch of the amortisation scheme to a sequential priority, safeguarding the transaction from the possibility that credit enhancement is too quickly amortised as the credit quality of the transaction deteriorates, thereby exposing senior investors to a decreasing amount of credit enhancement.</p> <p>60. To facilitate consistent interpretation of this criterion, a non-exhaustive list of examples of performance-related triggers that may be included is provided in the guidance.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.4 Non-sequential priority of payments (Article 21(5))	
	Performance-related triggers	
	<p>66. For the purposes of Article 21(5) of Regulation (EU) 2017/2402, the triggers related to the deterioration in the credit quality of the underlying exposures may include the following:</p>	
	<p>(a) with regard to underlying exposures for which a regulatory expected loss (EL) can be determined in accordance with Regulation (EU) 575/2013 or other relevant EU regulation, cumulative losses that are higher than a certain percentage of the regulatory one-year EL on the underlying exposures and the weighted average life of the transaction;</p>	
	<p>(b) cumulative non-matured defaults that are higher than a certain percentage of the sum of the outstanding nominal amount of tranche held by the investors and the tranches that are subordinated to them;</p>	
	<p>(c) the weighted average credit quality in the portfolio decreasing below a given pre-specified level or the concentration of exposures in high credit risk (probability of default) buckets increasing above a pre-specified level.</p>	

46, 47, 48, 49, 50	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))	
	<p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	

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

51, 52, 53	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Transaction Documentation (Article 21(7))	
	<p>63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.</p> <p>64. This criterion is considered sufficiently clear and no further guidance is considered necessary.</p>	
	EBA Final non-ABCP STS Guidelines	

54	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Expertise of the Servicer (Article 21(8))	
	65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.	
	66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:	
	(a) criteria for determining the expertise of the servicer;	
	(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.	
	67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.	
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	5.8 Expertise of the servicer (Article 21(8))	
	<i>Criteria for determining the expertise of the servicer</i>	
	68. For the purposes of determining whether a servicer has expertise in servicing exposures of a similar nature to those securitised in accordance with Article 21(8) of Regulation (EU) 2017/2402, both of the following should apply:	
	(a) the members of the management body of the servicer and the senior staff, other than members of the management body, responsible for servicing exposures of a similar nature to those securitised should have adequate knowledge and skills in the servicing of exposures similar to those securitised;	
	(b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise:	
	(i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;	
	(ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;	
	(iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of servicing the exposures should be appropriate;	
	(iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to the servicing of similar exposures to those securitised.	
	69. A servicer should be deemed to have the required expertise where either of the following applies:	
	(a) the business of the entity, or of the consolidated group, to which the entity belongs, for accounting or prudential purposes, has included the servicing of exposures of a similar nature to those securitised, for at least five years;	
	(b) where the requirement referred to in point (a) is not met, the servicer should be deemed to have the required expertise where they comply with both of the following:	
	(i) at least two of the members of its management body have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at personal level, of at least five years;	
	(ii) senior staff, other than members of the management body, who are responsible for managing the entity's servicing of exposures of a similar nature to those securitised, have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at a personal level, of at least five years;	
	(iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a).	
	70. For the purpose of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.	
	<i>Exposures of similar nature</i>	
	71. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, interpretation of the term 'exposures of similar nature' should follow the interpretation provided in paragraph 23 above.	

55	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Expertise of the Servicer (Article 21(8))</p> <p>65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.</p> <p>66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) criteria for determining the expertise of the servicer;</p> <p>(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.</p> <p>67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
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	<p>Expertise of the Servicer (Article 21(8))</p> <p><i>Well-documented and adequate policies, procedures and risk management controls</i></p> <p>72. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, the servicer should be considered to have well documented and adequate policies, procedures and risk management controls relating to servicing of exposures' where either of the following conditions is met:</p> <p>(a) The servicer is an entity that is subject to prudential and capital regulation and supervision in the Union and such regulatory authorisations or permissions are deemed relevant to the servicing;</p> <p>(b) The servicer is an entity that is not subject to prudential and capital regulation and supervision in the Union, and a proof of existence of well-documented and adequate policies and risk management controls is provided that also includes a proof of adherence to good market practices and reporting capabilities. The proof should be substantiated by an appropriate third-party review, such as by a credit rating agency or external auditor.</p>	

56,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
57	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Remedies and actions related to delinquency and default of debtor (Article 21(9))</p> <p>68. Investors should be in a position to know, when they receive the transaction documentation, what procedures and remedies are planned in the event that adverse credit events affect the underlying exposures of the securitisation. Transparency of remedies and procedures, in this respect, allows investors to model the credit risk of the underlying exposures with less uncertainty. In addition, clear, timely and transparent information on the characteristics of the waterfall determining the payment priorities is necessary for the investor to correctly price the securitisation position.</p> <p>69. To facilitate consistent interpretation of this criterion, the terms ‘in clear and consistent terms’ and ‘clearly specify’ should be further clarified.</p>	
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	<p>5.7 Remedies and actions related to delinquency and default of debtor (Article 21(9))</p> <p><i>Clear and consistent terms</i></p> <p>For the purposes of Article 21(9) of Regulation (EU) 2017/2402, to ‘set out clear and consistent terms’ and to ‘clearly specify’ should be understood as requiring that the same precise terms are used throughout the transaction documentation in order to facilitate the work of investors.</p>	

62,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
63	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Resolution of conflicts between different classes of investors</p> <p>70. The objective of this criterion is to help ensure clarity for securitisation noteholders of their rights and ability to control and enforce on the underlying credit claims or receivables. This should make the decision-making process more effective, for instance in circumstances where enforcement rights on the underlying assets are being exercised.</p> <p>71. To facilitate consistent interpretation of this criterion, the term ‘clear provisions that facilitate the timely resolution of conflicts between different classes of investors’ should be further interpreted.</p>	
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	<p>5.8 Resolution of conflicts between different classes of investors (Article 20(10))</p> <p><i>Clear provisions facilitating the timely resolution of conflicts between different classes of investors</i></p> <p>73. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, provisions of the transaction documentation that ‘facilitate the timely resolution of conflicts between different classes of investors’, should include provisions with respect to all of the following:</p> <ul style="list-style-type: none"> (a) the method for calling meetings or arranging conference calls; (b) the maximum timeframe for setting up a meeting or conference call; (c) the required quorum; (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision; (e) where applicable, a location for the meetings which should be in the Union. <p>74. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, where mandatory statutory provisions exist in the applicable jurisdiction that set out how conflicts between investors have to be resolved, the transaction documentation may refer to these provisions.</p>	

64,	Article 22 - Requirements relating to transparency	BACK TO CHECKLIST
65,	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
66	<p>Data on historical default and loss performance (Article 22(1))</p> <p>72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis.</p> <p>73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) its application to external data;</p> <p>(b) the term ‘substantially similar exposures’.</p>	
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	<p>6.1 Data on historical default and loss performance (Article 22(1))</p> <p>Data</p> <p>75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.</p> <p>Substantially similar exposures</p> <p>76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term ‘substantially similar exposures’ should be understood as referring to exposures for which both of the following conditions are met:</p> <p>(a) the most relevant factors determining the expected performance of the underlying exposures are similar;</p> <p>(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.</p> <p>77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.</p>	

67,	Article 22 - Requirements relating to transparency	BACK TO CHECKLIST
68	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Verification of a sample of the underlying exposures (Article 22(2))</p> <p>74. The objective of the criterion is to provide a level of assurance that the data on and reporting of the underlying credit claims or receivables is accurate and that the underlying exposures meet the eligibility criteria, by ensuring checks on the data to be disclosed to the investors by an external entity not affected by a potential conflict of interest within the transaction.</p> <p>75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <ul style="list-style-type: none"> (a) requirements on the sample of the underlying exposures subject to external verification; (b) requirements on the party executing the verification; (c) scope of the verification; (d) requirement on the confirmation of the verification. 	
	<p>EBA Final non-ABCP STS Guidelines</p> <p>6.2 Verification of a sample of the underlying exposures (Article 22(2))</p> <p><i>Sample of the underlying exposures subject to external verification</i></p> <p>78. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the underlying exposures that should be subject to verification prior to the issuance should be a representative sample of the provisional portfolio from which the securitised pool is extracted and which is in a reasonably final form before issuance.</p> <p><i>Party executing the verification</i></p> <p>79. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, an appropriate and independent party should be deemed to be a party that meets both of the following conditions:</p> <ul style="list-style-type: none"> (a) it has the experience and capability to carry out the verification; (b) it is none of the following: <ul style="list-style-type: none"> (i) a credit rating agency; (ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402; (iii) an entity affiliated to the originator. <p><i>Scope of the verification</i></p> <p>80. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the verification to be carried out based on the representative sample, applying a confidence level of at least 95%, should include both of the following:</p> <ul style="list-style-type: none"> (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance; (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate. <p><i>Confirmation of the verification</i></p> <p>81. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed.</p>	

69, 70	Article 22 - Requirements relating to transparency		BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	Liability cashflow model (Article 22(3)) 76. The objective of this criterion is to assist investors in their ability to appropriately model the cash flow waterfall of the securitisation on the liability side of the SSPE. 77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (a) interpretation of the term ‘precise’ representation of the contractual relationships; (b) implications when the model is provided by third parties.		
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Liability cash flow model (Article 22(3)) Precise representation of the contractual relationship 82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the originator, sponsor, investors, other parties and the SSPE should be considered to have been done ‘precisely’ where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates. Third parties 83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.			
71	Article 22 - Requirements relating to transparency		BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	Environmental performance of assets (Article 22(4)) 78. It should be clarified that this is a requirement of disclosure about the energy efficiency of the assets when this information is available to the originator, sponsor or SSPE, rather than a requirement for a minimum energy efficiency of the assets. 79. To facilitate consistent interpretation of this criterion, the term ‘available information related to the environmental performance’ should be further clarified.		
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Environmental performance of assets (Article 22(4)) Available information related to the environmental performance 84. This requirement should be applicable only if the information on the energy performance certificates for the assets financed by the underlying exposures is available to the originator, sponsor or the SSPE and captured in its internal database or IT systems. Where information is available only for a proportion of the underlying exposures, the requirement should apply only in respect of the proportion of the underlying exposures for which information is available.			