

**STS Term Master Checklist**  
**SILVER ARROW S.A.,**  
**Compartment Silver Arrow 2021-2**



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

28<sup>th</sup> October 2021



**IMPORTANT NOTICE: THIS CHECKLIST IS TO BE USED ONLY FOR UK TRANSACTIONS NOTIFIED ON OR AFTER 1 JANUARY 2021**

**Analyst: Robert Leach +44 (0) 203 866 5005**

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

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

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

**PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation EU 2017/2402 of the European Union as amended and incorporated into United Kingdom law by the Withdrawal Act 2019 and the Securitisation (Amendment) (EU Exit) Regulations 2019 (the "Regulation") informed by (a) the text of the Regulation itself, (b) following the joint guidance of the Bank of England and the PRA of April, 2019, the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") to the extent that they remain relevant following Brexit and where published prior to 1st January 2020 and (c) any relevant interpretation of the STS criteria by the Financial Conduct Authority 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.**

**28<sup>th</sup> October 2021**

## STS Disclaimer

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

PCS UK is authorised by the UK Financial Conduct Authority as a third party verifying STS compliance pursuant to article 28 of the Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (the "STS Regulation") and The Securitisation (Amendment) (EU Exit) Regulations 2019.

Neither CRR Assessments or LCR Assessments are endorsed or regulated by any regulatory and/or supervisory authority nor, other than as set out above, are the PCS Association or either of its subsidiaries, PCS UK and PCS EU, regulated by any regulator and/or supervisory authority including the Belgian Financial Services and Markets Authority, the United Kingdom Financial Conduct Authority, the French *Autorité des Marchés Financiers* or the European Securities and Markets Authority.

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

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

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

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

To understand the meaning and limitations of any STS Verification you must read the General Disclaimer that appears on the PCS Website.

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

## Prime Collateralised Securities (PCS) STS Verification

Individual(s) undertaking the assessment	Robert Leach
Date of Verification	28 October 2021
<b>The transaction to be verified (the “Transaction”)</b>	<b>SILVER ARROW S.A., in respect of its Compartment Silver Arrow UK 2021-2</b>
Issuer	SILVER ARROW S.A.
Originator	Mercedes-Benz Financial Services UK Limited
Lead Manager(s)	BofA Securities, BNP Paribas
Transaction Legal Counsel	Hogan Lovells
Rating Agencies	Fitch and DBRS
Stock Exchange	Luxembourg Stock Exchange
Target Closing Date	28 October 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	
<b>Article 20 – Simplicity</b>			
20(1)	<a href="#">True sale</a>	1, 2	✓
20(2)	<a href="#">Severe clawback (part a)</a>	2a	✓
20(3)	<a href="#">Severe clawback (part b)</a>	2b	✓
20(4)	<a href="#">True sale with intermediate steps</a>	3	✓
20(5)	<a href="#">Assignment perfection</a>	4	✓
20(6)	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
20(7)	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
20(8)	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
20(9)	<a href="#">No securitisation positions</a>	15	✓
20(10)	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
20(11)	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
20(12)	<a href="#">At least one payment made</a>	31	✓
20(13)	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
<b>Article 21 – Standardisation</b>			
21(1)	<a href="#">Risk retention</a>	33	✓
21(2)	<a href="#">Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards</a>	34 - 39	✓
21(3)	<a href="#">Referenced interest payments</a>	40	✓
21(4)	<a href="#">Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation</a>	41 - 44	✓
21(5)	<a href="#">Non-sequential priority of payments</a>	45	✓
21(6)	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 50	✓
21(7)	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	51 - 53	✓
21(8)	<a href="#">Expertise of the servicer</a>	54, 55	✓
21(9)	<a href="#">Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report</a>	56 - 61	✓
21(10)	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	62, 63	✓
<b>Articles 22 and 7 – Transparency</b>			
22(1)	<a href="#">Historical asset data</a>	64 - 66	✓
22(2)	<a href="#">AUP/asset verification</a>	67, 68	✓
22(3)	<a href="#">Liability cashflow model</a>	69, 70	✓
22(4)	<a href="#">Environmental performance of asset</a>	71	✓
22(5)	<a href="#">Responsibility for article 7, information disclosure before pricing and 15 days after closing</a>	72 - 75	✓
7(1)	<a href="#">Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay</a>	76 - 101	✓
7(2)	<a href="#">Transparency requirements: securitisation repository, designation of responsible entity,</a>	102, 103	✓

1	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<p>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.</p>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>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.</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>1. RECEIVABLES PURCHASE AGREEMENT</p> <p>On the Issue Date, MBFS will sell to the Issuer and the Issuer will purchase from MBFS all right, title and interest of MBFS in the Portfolio. Such sale is made by way of absolute assignment and, accordingly, MBFS with full title guarantee and (in respect of any Receivable governed by Northern Irish law) as beneficial owner will assign to the Issuer all of its rights, title and interest in and to each Receivable included in the Portfolio, including to the fullest extent possible under applicable law, all Ancillary Rights related to such Receivable but excluding the Excluded Amounts.</p> <p>Assignment by the Seller to the Issuer of the benefit of the Receivables included in the Portfolio will take effect in equity only because no notice of the assignment will be given to Obligor. The assignment will be perfected following the occurrence of certain Obligor Notification Events.</p> <p><i>“True sale” is not a legal concept but a rating agency creation.</i></p> <p><i>The essence of a “true sale” is that the property in the securitised assets has legally moved from the originator/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/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”.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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 happens for no reasons. 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”.</i></p> <p><i>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis. Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.</i></p> <p><i>Based on the above considerations, PCS believes that transfers from jurisdictions meeting the following criteria – absent any other indications – shall not fall within the definition of “severe clawback”:</i></p> <ul style="list-style-type: none"> <li>• <i>Clawback requires an unfair preference “defrauding” creditors;</i></li> <li>• <i>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.</i></li> </ul>		

	<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 or "COMI".</p> <p>The second step would be to determine whether the relevant COMI contains severe claw back provisions in its insolvency legislation. Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.</p> <p>In the case of the Transaction, title to the assets is transferred by means of an equitable or beneficial assignment.</p> <p>The legal opinions from Hogan Lovells, Tughans Solicitors LLP, and CMS LLP, collectively confirm that an equitable assignment of the beneficial interest meets the definition of "true sale" outlined above.</p> <p>In the case of Mercedes-Benz Financial Services UK Limited, a finance company situated in the United Kingdom, the COMI is considered the United Kingdom. United Kingdom insolvency law provides for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as confirmed by the Opinions, the transfer is not, in our opinion, subject to "severe clawback".</p>	
2	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	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.	
	<b>Verified?</b>	<b>Yes</b>
	<p><b>PCS Comment</b></p> <p>See underlying transaction documents: Incorporated Terms Memorandum.</p> <p>SCHEDULE 3</p> <p>SELLER'S REPRESENTATIONS AND WARRANTIES</p> <p>PART A</p> <p>CORPORATE REPRESENTATIONS AND WARRANTIES OF THE SELLER</p> <p>29. CENTRE OF MAIN INTERESTS</p> <p>The Seller has its "centre of main interests", for the purposes of the UK Insolvency Regulation, the EU Insolvency Regulation and the UNCITRAL Implementing Regulations in England and it does not have any "establishment" (as defined in the UK Insolvency Regulation, the EU Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in the United Kingdom.</p> <p>COMI is in the UK. The UK does not have severe clawback provisions. See comment under checklist point 1.</p>	

2a	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>		
<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>				
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>		
<table border="1"> <tr> <td data-bbox="219 440 1151 467"><b>Verified?</b></td> <td data-bbox="1162 440 2107 467">Yes</td> </tr> </table>			<b>Verified?</b>	Yes
<b>Verified?</b>	Yes			
<b>PCS Comment</b>				
<p><i>COMI is in the UK. UK does not have severe clawback provisions. See comment under Checklist point 1.</i></p>				

2b	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>		
<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>				
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>		
<table border="1"> <tr> <td data-bbox="219 799 1151 826"><b>Verified?</b></td> <td data-bbox="1162 799 2107 826">Yes</td> </tr> </table>			<b>Verified?</b>	Yes
<b>Verified?</b>	Yes			
<b>PCS Comment</b>				
<p><i>COMI is in the UK. UK does not have severe clawback provisions. See comment under Checklist point 1.</i></p>				

3	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>		
<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>				
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>		
<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>				
<table border="1"> <tr> <td data-bbox="219 1204 1151 1232"><b>Verified?</b></td> <td data-bbox="1162 1204 2107 1232">Yes</td> </tr> </table>			<b>Verified?</b>	Yes
<b>Verified?</b>	Yes			
<b>PCS Comment</b>				
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p>				
<p>3. ELIGIBILITY CRITERIA</p>				



	(b) such Receivable has been originated by the Seller pursuant to a Financing Contract in the ordinary course of the Seller's business in compliance with the Credit and Collection Policy;
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<b>4</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<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>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>PORTFOLIO AND SERVICING</i>.</p> <p>Obligor Notification Events</p> <p>Transfer of the legal title to the relevant Purchased Receivables will be completed on the occurrence of a Servicer Termination Event or Severe Deterioration Event.</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>"Obligor Notification Event" means a Servicer Termination Event or a Severe Deterioration Event has occurred.</p> <p>"Servicer Termination Event" means the occurrence of any of the following events:</p> <p>(a) the Seller or the Servicer is Insolvent;</p> <p>(b) the Seller or the Servicer fails to make any payment or deposit required by the terms of the relevant Transaction SA UK 2021-2 Document within five (5) Business Days of the date such payment or deposit is required to be made;</p> <p>(c) the Seller or the Servicer fails to perform any of its material obligations under the Receivables Purchase Agreement and/or the Servicing Agreement (other than a payment or deposit required), and such breach, if capable of remedy, is not remedied within twenty (20) Business Days of written notice from the Issuer or the Security Trustee; or</p> <p>(d) any representation or warranty in the Receivables Purchase Agreement or in the Servicing Agreement or in any report provided by the Seller or the Servicer is materially false or incorrect, and such inaccuracy, if capable of remedy, is not remedied within twenty (20) Business Days of written notice from the Issuer or the Security Trustee and has a Material Adverse Effect in relation to the Issuer.</p> <p>"Severe Deterioration Event" means all or any part of the property, business, undertakings, assets or revenues of the Seller having an aggregate value in excess of £60,000,000 having been attached as a result of any distress, execution or diligence being levied or any encumbrancer taking possession or similar attachment and such attachment having not been lifted within 30 days, unless such</p>		

event will not materially prejudice the ability of the Seller to observe or perform its obligations under the Transaction SA UK 2021-2 Documents or the enforceability or collectability of the Purchased Receivables.

*Criterion 4 requires two steps:*

- *To determine whether the transfer of the assets is by means of an unperfected assignment; and*
- *If it is, whether the transaction contains the requisite triggers.*

*In the absence of any definition of “an assignment perfected at a later stage” in the Regulation or the EBA Guidelines and without additional views from the UK Financial Conduct Authority it is not possible to determine with finality whether an English equitable assignment is “unperfected” within the meaning of the Regulation – as distinguished from the meaning of the English rules of equity.*

*PCS believes there are good reasons why the Regulation’s term of “an assignment perfected at a later stage” does not encompass an English equitable assignment.*

*However, this is not a question that is required to be answered in the case of the Transaction since, even if equitable assignments are unperfected assignments as defined in the Regulation, the requirements of the criterion are met by the Transaction.*

*PCS has measured the trigger events against the EBA Guidelines.*

*20.5(a)*

*No absolute definition of “severe deterioration” can be given, but clearly the Regulation is seeking to avoid requiring a “hair trigger” deterioration. In other words, an originator could provide a “hair trigger” deterioration if it wanted to. Therefore, the rule does not require an originator or investor to weigh carefully the severity of the trigger so long as it meets the requirements of the EBA Guidelines to be related to the seller’s credit standing, be observable and related to financial health.*

*The trigger provided in the Transaction meets these requirements.*

*20.5(b)*

*The insolvency trigger is in the Transaction.*

*20.5(c)*

*The Regulation refers to “unremedied breaches of contractual obligations by the seller, including the seller’s default”.*

*PCS notes that neither the Regulation nor the EBA Guidelines specify which contractual obligations are targeted. One can assume that this cannot possibly mean any seller contractual obligation since most financial institutions have millions of contractual obligations under tens of thousands of contracts. It is not conceivable that, in order to protect a securitisation, a transfer could be required resulting from a trivial breach of a totally unrelated contractual provision (e.g. to keep the walls painted on a leased property unconnected to the transaction).*

*PCS also notes that the Regulation clearly does not say “any breaches of contractual obligations”. Therefore, the Regulation must be aiming at an undefined sub-set of contractual obligations. In the absence of any indication in the Regulation or EBA Guidelines as to what this sub-set may be, PCS concludes, until clarification may be provided, that it is up to the originator to define which sub-set of obligations should trigger a possible perfection.*

*PCS does believe though that the Regulation must be interpreted in a purposive manner – as evidenced by the EBA Guidelines. Therefore, the sub-set of obligations selected by the originator cannot be capricious but should have some connection with the risks that would be run by investors if the seller should encounter a problem prior to perfection of the title.*

*The unremedied breach trigger is in the Transaction.*

<b>5</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<p>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.</p>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>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.</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>(e) such Receivable can be validly transferred by way of sale and assignment, such transfer is not subject to any legal or contractual restriction which prevents the valid transfer thereof to the Issuer;</p> <p>(f) such Receivable is owned by the Seller free of third party rights, including any set-off rights, any defence, retention or revocation rights of the relevant Obligor;</p> <p>See underlying transaction documents: Incorporated Terms Memorandum.</p> <p>APPENDIX 3</p> <p>SELLER STS WARRANTIES</p> <p>As of the Purchase Date the Seller represents and warrants the following:</p> <p>1. to the best of its knowledge, the Purchased Receivables 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.</p>		

<b>6</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<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>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer: [...]</p>		

<p><i>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.</i></p> <p><i>PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the “predetermined” requirement. As they are in the Prospectus, they meet the “documented” requirement. PCS has also concluded that they allow determination in each case and so meet the “clear” requirement.</i></p>			
<b>7</b>	<p><b>STS criteria</b> <span style="float: right;"><a href="#">SEE RELATED EBA GUIDELINES</a></span></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> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Verified?</b></td> <td style="text-align: center;"><b>Yes</b></td> </tr> </table> <p><b>PCS Comment</b></p> <p>See Prospectus, <i>PORTFOLIO AND SERVICING</i>.</p> <p>Repurchase of the Purchased Receivables</p> <p>Repurchase for breach</p> <p>If it is determined that any Receivable (including, where relevant its Ancillary Rights) did not comply with the Eligibility Criteria as of the Cut-Off Date or the Seller has otherwise breached the Seller Receivables Warranties as of the Purchase Date the Seller will be required to repurchase all such affected Purchased Receivables no later than the next Payment Date following such determination by depositing or causing the Servicer to deposit, in the Issuer Account, in same day funds, an amount equal to the Repurchase Price for any such Purchased Receivable. The Repurchase Price shall be equal to the sum of the Outstanding Receivables Amounts of the affected Purchased Receivables. Upon receipt thereof, such Purchased Receivable (unless it is extinguished) will be automatically re-assigned by the Issuer to the Seller on the immediately following Payment Date on a non-recourse or guarantee basis on the part of the Issuer. The costs of such assignment will be borne solely by the Seller.</p> <p>Other Repurchase</p> <p>The Seller may re-purchase all of the Purchased Receivables in accordance with Condition 5(d) (Clean-Up call) if the Seller exercises the Clean-Up Call. The price payable for such Purchased Receivables shall be equal to the Repurchase Price.</p> <p>Consideration for repurchase:</p> <p>Consideration payable by the Seller in respect of the repurchase of the Purchased Receivables shall be equal to the Repurchase Price.</p> <p>See underlying transaction documents: Incorporated Terms Memorandum.</p> <p>PART D</p> <p>STS COVENANTS OF THE SELLER</p> <p>The Seller hereby covenants:</p> <p>1. NO DISCRETIONARY ACTIVE PORTFOLIO MANAGEMENT</p> <p>not to repurchase any of the Purchased Receivables, other than as provided for in Clause 15 (Repurchase for Breach) of the Receivables Purchase Agreement.</p> <p><i>The EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met. If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.</i></p>	<b>Verified?</b>	<b>Yes</b>
<b>Verified?</b>	<b>Yes</b>		

<b>8</b>	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<i>Not applicable – not a revolving transaction.</i>		

<b>9</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
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.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
4. SELLER RECEIVABLES WARRANTIES		
(e) the Purchased Receivables (i) comply with Article 1 of Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation (the "Homogeneity RTS") and (ii) with particular reference to paragraph (d) of Article 1 of the Homogeneity RTS, are homogeneous with reference to the homogeneity factor available for auto loans under Article 2(4)(b) of the Homogeneity RTS as all the Obligors have residence in the United Kingdom;		
See also underlying transaction documents, Receivables Purchase Agreement.		
<i>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by Mercedes-Benz Financial Services UK Limited on the same platform, they are a single asset class – auto loans – and, based on the EBA's suggested approach, the assets are all originated in the UK. 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>		

10	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
10. The underlying exposures shall contain obligations that are contractually binding and enforceable.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>(k) such Receivable constitutes the legal, valid and binding obligations of the Obligor(s), enforceable against the Obligor(s) in accordance with its terms;</p>		
11	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
11. With full recourse to debtors and, where applicable, guarantors.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>1. THE RECEIVABLES</p> <p>The Purchased Receivables comprise full recourse claims against Obligors in respect of payments due under Financing Contracts (excluding Excluded Amounts) for the provision of credit for the purchase of motor vehicles (and therefore do not include any transferable securities or securitisation positions).</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>"Obligor(s)" means, in respect of a Receivable, a Person or Persons (including consumers and businesses) obliged directly or indirectly to make payments in respect of such Receivable, including any person who has guaranteed the obligations in respect of such Receivable.</p> <p>See underlying transaction documents: Incorporated Terms Memorandum.</p> <p>APPENDIX 3</p> <p>Seller STS Warranties</p> <p>As of the Purchase Date, the Seller represents and warrants the following:</p> <p>3. the Purchased Receivables contain obligations that are contractually binding and enforceable, with full recourse to the Obligors and, where applicable, the relevant guarantors under and relating to the Financing Contract to which such Receivable relates.</p>		

12	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>1. THE RECEIVABLES</p> <p>The Financing Contracts are governed by English law and take the form of hire purchase agreements ("HP Contracts") and personal contract plan agreements ("PCP Contracts" or "PCP") between MBFS and Obligors.</p> <p>HP Contracts</p> <p>HP Contracts are available for both new and used vehicles. HP Contracts are a traditional method of financing a vehicle where the Obligor pays a deposit, and pays for the use of a Vehicle over an agreed period of time and for agreed regular payments. At the end of the term of the HP Contract, the Obligor pays certain administrative fees (including an option price) and gains ownership (title) of the Vehicle. With HP Contracts, the payments are calculated on the basis of the amount financed after the deposit has been paid.</p> <p>PCP Contracts</p> <p>MBFS's primary retail product is a PCP Contract marketed as 'Agility' which is a flexible method of financing a vehicle over a fixed term. PCP Contracts are available for both new and used vehicles. PCP Contracts are similar to HP Contracts but with an additional larger "balloon" optional final payment at the end of the term of the PCP Contract. At the end of the term of the PCP Contract the Obligor has the option to:</p> <p>(a) return the Vehicle;</p> <p>(b) part-exchange the Vehicle for a new one; or</p> <p>(c) purchase the Vehicle by paying the optional final payment.</p> <p>The optional final payment is equal to a 'guaranteed future value' ("GFV") agreed when the contract was arranged. The GFV is established with reference to the vehicle specification (model and equipment), the term and mileage.</p> <p>Payments are calculated on the basis of the amount financed after the deposit has been paid.</p> <p>If the Obligor does not purchase the Vehicle, the sale proceeds of the Vehicle are transferred to the Issuer as Vehicle Sale Proceeds.</p> <p>See Prospectus, <i>DESCRIPTION OF THE RECEIVABLES</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>(l) such PCP Contract or HP Contract to which the Receivable relates is amortised on a monthly basis and gives rise to monthly instalment payments, and such Receivable may also be a Balloon Receivable;</p>		

13	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
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.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE RECEIVABLES</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer:</p> <p>(l) such PCP Contract or HP Contract to which the Receivable relates is amortised on a monthly basis and gives rise to monthly instalment payments, and such Receivable includes also a Balloon Receivable;</p> <p>(m) such Receivable is calculated using an interest rate above or equal to 0.5 per cent. and the interest rate applicable to the Receivable is fixed;</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>"Ancillary Rights" means, in relation to a Receivable all rights of the Seller associated with such Receivable including:</p> <p>(a) all rights to receive and obtain payment under the Financing Contract for such Receivable including the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due whether or not from Obligors or guarantors under or relating to the Financing Contract to which such Receivable relates and all guarantees (if any);</p> <p>(b) the benefit of:</p> <p>(i) all covenants and undertakings from Obligors and from guarantors relating to the Financing Contract to which such Receivable arises and under all guarantees;</p> <p>(ii) all causes and rights of actions against Obligors and guarantors under and relating to the Financing Contract to which such Receivable relates and under and relating to all guarantees (if any);</p> <p>(iii) any other rights, title, interest, powers and benefits of the Seller into, under, pursuant to or in relation to such Financing Contract other than, save as otherwise provided in (d), rights specifically relating to the Vehicle itself (with such rights specifically relating to the Vehicle including, without limitation, the right of ownership);</p> <p>(c) the right to any Insurance Proceeds received by the Seller or its agents pursuant to any Insurance Claims arising in respect of the Financing Contract to which such Receivable and the benefit of any other rights the Seller may have under any insurance policy in respect of the Vehicle to which such Receivable relates; and</p> <p>(d) the benefit of any rights, title, interest, powers and benefits of the Seller in and to Vehicle Sale Proceeds, including, in each case, all monies derived therefrom.</p>		



14	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> . 1. THE RECEIVABLES The Purchased Receivables comprise full recourse claims against Obligors in respect of payments due under Financing Contracts (excluding Excluded Amounts) for the provision of credit for the purchase of motor vehicles (and therefore do not include any transferable securities or securitisation positions).		

15	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
20.9. The underlying exposures shall not include any securitisation position.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
15. The underlying exposures shall not include any securitisation position.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<i>See point 14 above.</i>		

16	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
3. ELIGIBILITY CRITERIA		
(b) such Receivable has been originated by the Seller pursuant to a Financing Contract in the ordinary course of the Seller's business in compliance with the Credit and Collection Policy;		
17	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
3. ELIGIBILITY CRITERIA		
(a) such Receivable has been randomly selected;		
(b) such Receivable has been originated by the Seller pursuant to a Financing Contract in the ordinary course of the Seller's business in compliance with the Credit and Collection Policy;		
See underlying transaction documents, Incorporated Terms Memorandum.		
APPENDIX 3		
Seller STS Warranties		
As of the Purchase Date, the Seller represents and warrants the following:		
5. all the Purchased Receivables have been originated in the ordinary course of the Originator's business pursuant to underwriting standards, being the Credit and Collection Policy, that are no less stringent than those that the Originator applied at the time of origination to similar exposures that are not securitised.		

18	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>2.           SERVICING AGREEMENT</p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(g)           disclose without delay any material changes from the Servicer's prior underwriting policies and servicing collection procedures to the extent required under Article 20(10) of the UK Securitisation Regulation and the Transaction SA UK 2021-2 Documents. ,</p> <p><i>Although somewhat confusingly drafted, the EBA Guidelines make clear that the part of the criterion referring to changes from prior underwriting is a future event criterion. It applies changes in underwriting criteria that occur post-closing. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p>		

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

<b>20</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
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.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
5. SELLER STS WARRANTIES		
As of the Purchase Date, the Seller represents and warrants the following:		
(a) it has assessed the Obligors' creditworthiness in accordance with the requirements set out in the provisions of article 8 of Directive 2008/48/EC;		
<i>The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. European Directives, in contrast to Regulations, do not have direct effect but must be implemented into national law country by country.</i>		
<i>PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law.</i>		

<b>21</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>THE SELLER, THE SERVICER AND THE SUBORDINATED LENDER</i>.</p> <p>BUSINESS AND ORGANISATION OF MBFS</p> <p>Description of MBFS</p> <p>MBFS is a finance company incorporated in England and Wales, authorised and regulated by the Financial Conduct Authority. MBFS is within the corporate group of Daimler AG, the ultimate parent organisation responsible for all Daimler products and services worldwide (see corporate structure chart below). MBFS has been supporting Daimler UK Group sales in the United Kingdom for over 25 years. Since October 2009 the Daimler brands in the United Kingdom encompass Mercedes-Benz, smart, Mitsubishi Fuso and Setra. Sales partners for automotive financial services are the Daimler automobile dealerships. MBFS has originated and serviced auto-loans for more than five years, being exposures similar to the Purchased Receivables. The Servicer has expertise in servicing – and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of – the portfolio and the wider MBFS portfolio.</p> <p><i>An entity originating assets similar to those securitised for at least five years is deemed, according to the EBA Guidelines to have “expertise”.</i></p>		

<b>22</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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:		
<b>STS criteria</b>		
22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>"Cut-Off Date" means 30 September 2021.</p> <p><i>PCS has assumed that any period of three-and-a-half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards.</i></p>		

<b>23</b>	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
5. SELLER STS WARRANTIES		
As of the Purchase Date, the Seller represents and warrants the following:		
(b) none of the Purchased Receivables was as at the Cut-off Date an exposure in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or an exposure to a credit-impaired debtor or guarantor, who, to the best of the Originator's knowledge: [...]		
See underlying transaction documents: Incorporated Terms Memorandum.		

<b>24</b>	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:		
(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:		
(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and		
(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;		
(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or		
(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See points 25 to 30 below.		
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
5. SELLER STS WARRANTIES		

	<p>As of the Purchase Date, the Seller represents and warrants the following:</p> <p>(b) none of the Purchased Receivables was as at the Cut-off Date an exposure in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or an exposure to a credit-impaired debtor or guarantor, who, to the best of the Originator's knowledge:</p> <p>(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 Purchas Date, except if:</p> <p>(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 Issue Date; and</p> <p>(B) the information provided by the Originator, the Arranger and the Issuer in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) of the UK Securitisation Regulation and the EU 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.</p> <p>(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or another credit registry that is available to the Originator; or</p> <p>(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Originator which are not securitised.;</p>	
25	<b>STS criteria</b>	
	25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer:</p> <p>(c) the Obligor in respect of such Receivable:</p> <p>(i) is not Insolvent;</p> <p><i>See also point 24 above.</i></p> <p>See underlying transaction documents: Incorporated Terms Memorandum.</p>	
26	<b>STS criteria</b>	
	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:	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>See point 24 above.</i>	

27	<b>STS criteria</b>	
	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	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
See point 24 above.		
28	<b>STS criteria</b>	
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .		
4. SELLER RECEIVABLES WARRANTIES		
As of the Purchase Date, the Seller represents and warrants the following:		
(i) the information provided by the Originator (or the Servicer on its behalf) in accordance with Article 7(1)(a) and (e) of the UK 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;		
29	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	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;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
See point 24 above.		
30	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	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.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
See point 24 above.		



31	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<p>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.</p>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer:</p> <p>(c) the Obligor in respect of such Receivable:</p> <p>(vii) has made at least one scheduled monthly payment in respect of the Receivable;</p>		
32	<b>Legislative text – Article 20 - Requirements relating to simplicity</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<p>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.</p>		
<p>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.</p>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>1. RECEIVABLES PURCHASE AGREEMENT</p> <p>Rebate Payment in respect of Redelivery PCP Receivables and Voluntarily Terminated Receivables</p> <p>Following the Redelivery PCP/VT Payment Date, the Seller will determine the amount of any related PCP/VT Deficit Amount and pay to the Issuer, by way of rebate of the Purchase Price relating to the relevant Purchased Receivable, an amount equal to the PCP/VT Deficit Amount in respect of such Purchased Receivable.</p> <p>For the avoidance of doubt, the Seller is not obliged to make such a payment in respect of any Financing Contract subject to Early Settlement.</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p>		



<p>"Early Settlement" means where (i) the Obligor of a Purchased Receivable requests that it is allowed, on payment of the requested early settlement amount calculated in accordance with the Credit and Collection Policy, to terminate the Financing Contract and (ii) the requested early settlement amount is paid in accordance with the Credit and Collection Policy with the result that no further liability exists from the Obligor under the Financing Contract that is the subject of the early settlement request.</p> <p>"PCP/VT Deficit Amount" means:</p> <p>(a) in relation to a Redelivery PCP Receivable, an amount equal to that Redelivery PCP Receivable less the net Vehicle Sale Proceeds paid to the Issuer pursuant to sub-clause 6.2 (Vehicle Sale Proceeds) of the Receivables Purchase Agreement and any End of Contract Fees recovered from Obligor; and</p> <p>(b) in relation to a Voluntarily Terminated Receivable, an amount equal to that Voluntarily Terminated Receivable less the net Vehicle Sale Proceeds paid to the Issuer pursuant to sub-clause 6.2 (Vehicle Sale Proceeds) of the Receivables Purchase Agreement.</p> <p>"Redelivery PCP Contract" means a PCP Contract under which the Obligor opts to make full and final settlement of a PCP Contract by redelivery to the Seller of the Vehicle in lieu of making a final payment and acquiring legal title to the Vehicle in accordance with the related PCP Contract.</p> <p>"Redelivery PCP Receivable" means any Purchased Receivable arising under a Redelivery PCP Contract in respect of which the Vehicle at the time that the PCP Contract becomes a Redelivery PCP Contract (i) has not been previously repossessed by the Seller or (ii) is not excessively damaged, recorded as stolen or with an outstanding insurance interest recorded against such Vehicle;</p> <p>"Voluntarily Terminated Receivable" means a Purchased Receivable in relation to which a Voluntary Termination has been exercised.</p>
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<b>33</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with the Retention Requirement</p> <p>The Originator confirms that it has covenanted with the Issuer and the Note Trustee under the Receivables Purchase Agreement that the Originator will, for the life of the Transaction UK 2021-2, retain a material net economic interest of not less than 5% in the Transaction UK 2021-2 in accordance with Article 6(3)(d) of the UK Securitisation Regulation and the EU Securitisation Regulation and will not enter into any credit risk mitigation, short position or any other credit hedge or sale with respect to the Retained Interest, provided that the level of retention may reduce over time in compliance with (i) in the case of the EU Securitisation Regulation, Article 10(2) of the Commission Delegated Regulation specifying the risk retention requirements pursuant to Article 6 of the EU Securitisation Regulation, and (ii) in the case of the UK Securitisation Regulation, the Commission Delegated Regulation as amended by Annex R of The Technical Standards (Capital Requirements) (EU Exit) (No. 3) Instrument 2019 each as interpreted and applied on the Issue Date. As of the Issue Date, such interest will, in accordance with Article 6(3)(d) of the UK Securitisation Regulation and Article 6(3)(d) of the EU Securitisation Regulation, be retained through the holding of the Class B Notes and the Subordinated Loan.</p> <p>See also underlying transaction documents, Receivables Purchase Agreement.</p>		

34	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>Interest Rate Risk/Risk of Swap Counterparty Insolvency</p> <p>Payments in respect of the Purchased Receivables made to the Seller by an Obligor under a Financing Contract comprise monthly amounts calculated with respect to a fixed interest rate which may be different to Compounded Daily SONIA, which is the rate of interest (plus a margin) payable on the Class A Notes.</p> <p>The Issuer has entered into the Swap Agreement. The purpose of the Swap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Class A Notes. The Swap Agreement consists of an ISDA Master Agreement, the associated schedule, a confirmation and a credit support annex.</p> <p>Pursuant to the Swap Agreement entered into by the Issuer and the Swap Counterparty (which shall be an Eligible Swap Counterparty) in relation to the Class A Notes, the Issuer will pay to the Swap Counterparty on each Payment Date an amount equal to the product of (i) the Swap Notional Amount and (ii) the Swap Fixed Rate and (iii) the Day Count Fraction.</p> <p>In return, the Swap Counterparty will pay to the Issuer on each Payment Date an amount equal to the product of (i) the Swap Notional Amount and (ii) a rate equal to the Applicable Benchmark Rate and (iii) the Day Count Fraction.</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>10. SWAP AGREEMENT</p> <p><i>Clearly and explicitly, “appropriate” hedging does not require “perfect” hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a “major share” of the risk from an “economic perspective”. However, the definition of “appropriate” hedging or a “major share” of the risk will always contain an element of subjectivity and must be analysed on a case by case basis.</i></p> <p><i>The fact that the Regulation was crafted by the legislators to recognise existing high quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.</i></p> <p><i>This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on:</i></p> <ul style="list-style-type: none"> <li>• <i>A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario’s it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable.</i></li> <li>• <i>Risk Factors section of the Prospectus to check that no statements refer to the risks of “unhedged positions”. This is based on the legal requirement to disclose any relevant information to investors. If the originator or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section.</i></li> <li>• <i>The “pre-sale” report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks.</i></li> </ul> <p><i>In the case of the Transaction, payments from the underlying receivables include fixed rate payments, while the Class A notes are floating rate. An interest rate swap is used in the Transaction to mitigate fixed-to-floating interest rate risk. Class B notes are fixed rate.</i></p>		

35	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
35. Currency risks arising from the securitisation shall be appropriately mitigated.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>1. Form, denomination and title</p> <p>(a) The Class A Notes are issued in registered global form in the denomination of £125,000 and integral multiples of £1,000 in excess of £125,000, up to and including £249,000.</p> <p>(b) The Class B Notes are issued in registered global form in the denomination of £125,000 and integral multiples of £1,000 in excess of £125,000, up to and including £249,000.</p> <p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer:</p> <p>(i) such Receivable is denominated and payable in Sterling;</p> <p><i>Notes and underlying assets both denominated in Sterling.</i></p>		
36	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
36. Any measures taken to that effect shall be disclosed.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>Interest Rate Risk/Risk of Swap Counterparty Insolvency</p> <p>Payments in respect of the Purchased Receivables made to the Seller by an Obligor under a Financing Contract comprise monthly amounts calculated with respect to a fixed interest rate which may be different to the Applicable Benchmark Rate which is the rate of interest (plus a margin) payable on the Class A Notes.</p> <p>The Issuer has entered into the Swap Agreement. The purpose of the Swap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Class A Notes. The Swap Agreement consists of an ISDA Master Agreement, the associated schedule, a confirmation and a credit support annex.</p> <p>Pursuant to the Swap Agreement entered into by the Issuer and the Swap Counterparty (which shall be an Eligible Swap Counterparty) in relation to the Class A Notes, the Issuer will pay to the Swap Counterparty on each Payment Date an amount equal to the product of (i) the Swap Notional Amount and (ii) the Swap Fixed Rate and (iii) the Day Count Fraction.</p> <p>In return, the Swap Counterparty will pay to the Issuer on each Payment Date an amount equal to the product of (i) the Swap Notional Amount and (ii) a rate equal to the Applicable Benchmark Rate and (iii) the Day Count Fraction.</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>10. SWAP AGREEMENT</p>		

Clearly and explicitly, “appropriate” hedging does not require “perfect” hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a “major share” of the risk from an “economic perspective”. However, the definition of “appropriate” hedging or a “major share” of the risk will always contain an element of subjectivity and must be analysed on a case-by-case basis.

The fact that the Regulation was crafted by the legislators to recognise existing high-quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.

This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on:

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

37	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>3. Covenants</p> <p>So long as any of the Notes remains outstanding, the Issuer will not without the prior consent of the Note Trustee, unless otherwise provided by these Conditions or the Transaction SA UK 2021-2 Documents:</p> <p>(o) enter into any derivatives, or any hedging contracts having the same economic effect as a derivative.</p>		
38	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
38. ...Shall ensure that the pool of underlying exposures does not include derivatives.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p>		

	<p>5. SELLER STS WARRANTIES</p> <p>As of the Purchase Date, the Seller represents and warrants the following:</p> <p>(c) the Portfolio does not include derivatives.</p>	
39	<p><b>STS criteria</b></p>	<p><a href="#">SEE RELATED EBA GUIDELINES</a></p>
	<p>39. Those derivatives shall be underwritten and documented according to common standards in international finance.</p>	
	<p><b>Verified?</b></p>	<p>Yes</p>
	<p><b>PCS Comment</b></p>	
	<p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>"Credit Support Annex" means the credit support annex to the ISDA Master Agreement executed in accordance with the provisions of the Swap Agreement.</p> <p>"ISDA Master Agreement" means the ISDA 2002 Master Agreement (including the schedule and the credit support annex thereto) dated on or about the Signing Date and made between the Issuer and the Swap Counterparty.</p> <p>"Swap Agreement" means the swap agreement, dated and executed on or about the Signing Date between the Issuer and the Swap Counterparty pursuant to the ISDA Master Agreement, a rating compliant schedule, a related Credit Support Annex and a confirmation.</p>	
40	<p><b>Legislative text – Article 21 - Requirements relating to standardisation</b></p>	<p><a href="#">GO TO TABLE OF CONTENTS</a></p>
	<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.</p>	
	<p><b>STS criteria</b></p>	<p><a href="#">SEE RELATED EBA GUIDELINES</a></p>
	<p>40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.</p>	
	<p><b>Verified?</b></p>	<p>Yes</p>
	<p><b>PCS Comment</b></p>	
	<p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>4. Interest</p> <p>(c) Interest Rate</p> <p>The Interest Rate for each Interest Period will be with respect to:</p> <p>(i) each Class A Note:</p> <p>(A) Compounded Daily SONIA (the "Applicable Benchmark Rate"), plus</p> <p>(B) the Relevant Margin,</p>	

<p>provided that if the Applicable Benchmark Rate plus the Relevant Margin for the Class A Notes is less than zero, the Interest Rate will be deemed to be zero (the "Class A Interest Rate"), and</p> <p>(ii) each Class B Note, 1.30% per annum (the "Class B Interest Rate").</p> <p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>3. ELIGIBILITY CRITERIA</p> <p>"Eligibility Criteria" means, in respect of any Receivable (including, where relevant its Ancillary Rights) that is the subject of an Offer:</p> <p>(m) such Receivable is calculated using an interest rate above or equal to 0.5 per cent. and the interest rate applicable to the Receivable is fixed;</p>
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<b>41</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOW</i>.</p> <p>Summary of Priority of Payments</p> <p>Post-Enforcement Priority of Payments</p> <p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>2. Status and Security</p> <p>(f) Post-Enforcement Priority of Payments</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>12. DEED OF CHARGE</p> <p>Enforcement of the Security</p>		

	<p>The provisions of the Deed of Charge require an application of realisation proceeds (if any) obtained by the Security Trustee thereunder in a manner which satisfies the requirements of Article 21(4) of the Securitisation Regulation.</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>“Available Distribution Amount”</p>	
42	<p><b>STS criteria</b></p> <p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p><b>Verified?</b></p> <p><b>PCS Comment</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOW</i>.</p> <p>Summary of Priority of Payments</p> <p>Post-Enforcement Priority of Payments</p> <p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>2. Status and Security</p> <p>(f) Post-Enforcement Priority of Payments</p> <p><i>Principal is paid sequentially under post-enforcement order of priority.</i></p>	<p><a href="#">SEE RELATED EBA GUIDELINES</a></p> <p><b>Yes</b></p>
43	<p><b>STS criteria</b></p> <p>43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p> <p><b>Verified?</b></p> <p><b>PCS Comment</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOW</i>.</p> <p>Summary of Priority of Payments</p> <p>Post-Enforcement Priority of Payments</p> <p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>2. Status and Security</p> <p>(f) Post-Enforcement Priority of Payments</p>	<p><b>Yes</b></p>



<b>44</b>	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i> .	
	12. DEED OF CHARGE	
	Enforcement of the Security	
	For the purposes of Article 21(4)(d) of the Securitisation Regulation, no provision of the Deed of Charge requires automatic liquidation upon default. The provisions of the Deed of Charge require an application of realisation proceeds (if any) obtained by the Security Trustee thereunder in a manner which satisfies the requirements of Article 21(4) of the UK Securitisation Regulation and EU Securitisation Regulation.	

<b>45</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	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.	
	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>Not applicable. The transaction does not feature non-sequential priority of payments.</i>	

46	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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> <ul style="list-style-type: none"> <li>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</li> <li>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</li> <li>(c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);</li> <li>(d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).</li> </ul>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>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:</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>Not applicable. The transaction is not a revolving securitisation.</i></p>		
47	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>47. (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>Not applicable. The transaction is not a revolving securitisation.</i></p>		
48	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>48. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>Not applicable. The transaction is not a revolving securitisation.</i></p>		

49	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
49. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<i>Not applicable. The transaction is not a revolving securitisation.</i>		
50	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
50. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<i>Not applicable. The transaction is not a revolving securitisation.</i>		
51	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<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>		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>THE SELLER, THE SERVICER AND THE SUBORDINATED LENDER.</i></p> <p>See Prospectus, <i>THE NOTE TRUSTEE, SECURITY TRUSTEE AND DATA TRUSTEE.</i></p> <p>See Prospectus, <i>THE CORPORATE SERVICES PROVIDER.</i></p> <p>See Prospectus, <i>THE ACCOUNT BANK, CALCULATION AGENT, INTEREST DETERMINATION AGENT, CUSTODIAN AND PAYING AGENT.</i></p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS.</i></p> <p>2.           SERVICING AGREEMENT</p>		

	<p>4. DATA TRUST AGREEMENT</p> <p>5. CALCULATION AGENCY AGREEMENT</p> <p>6. AGENCY AGREEMENT</p> <p>7. CORPORATE SERVICES AGREEMENT</p> <p>8. BANK ACCOUNT AGREEMENT</p> <p>9. CUSTODY AGREEMENT</p> <p>10. SWAP AGREEMENT</p> <p>11. DEED OF CHARGE</p> <p>14. TRUST DEED</p> <p>See also underlying transaction documents: Servicing Agreement, Trust Deed, Deed of Charge, Bank Account Agreement, Agency Agreement, Custody Agreement, Data Trust Agreement.</p>	
52	<p><b>STS criteria</b></p> <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>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	<p><b>Verified?</b></p>	Yes
	<p><b>PCS Comment</b></p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>2. SERVICING AGREEMENT</p> <p>Termination of appointment of the Servicer</p> <p>See underlying transaction documents: Servicing Agreement.</p> <p>13. TERMINATION</p> <p>14. SUCCESSOR SERVICER</p>	
53	<p><b>STS criteria</b></p> <p>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.</p>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	<p><b>Verified?</b></p>	Yes
	<p><b>PCS Comment</b></p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p>10. SWAP AGREEMENT</p> <p>In the event that the Swap Agreement is terminated in accordance with its terms, including as a result of the Swap Counterparty being downgraded or becoming insolvent, the issuer will use best endeavours to replace it.</p>	

<p>The Issuer has agreed in the Incorporated Terms Memorandum that the Issuer shall, in the event that the Swap Agreement is terminated prior to its scheduled expiration pursuant to an "event of default" (where the Swap Counterparty is the "defaulting party") or a "termination event" under the Swap Agreement (other than such an event relating to a redemption in full of the Notes or an Enforcement Event under the Notes), as soon as practicable following the termination of the Swap Agreement, use its best efforts to enter into a replacement Swap Agreement with a replacement Swap Counterparty which is an Eligible Swap Counterparty. The replacement Swap Agreement will have an initial notional amount equal to the applicable notional amount of the terminated Swap Agreement as at termination and shall, for the avoidance of doubt, include a Credit Support Annex and collateral posting obligations upon the Swap Counterparty in the event of its downgrade. The notional amount of the respective replacement Swap Agreement will decrease by the amount of any principal repayments on the Class A Notes from time to time.</p> <p>See underlying transaction documents Incorporated Terms Memorandum.</p> <p>See underlying transaction documents: Bank Account Agreement</p> <p>7. TERMINATION</p> <p>7.1 Termination by the Account Bank</p> <p>7.2 Termination by the Servicer</p>
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<b>54</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<p>See Prospectus, <i>THE SELLER, THE SERVICER AND THE SUBORDINATED LENDER</i>.</p> <p><b>BUSINESS AND ORGANISATION OF MBFS</b></p> <p>Description of MBFS</p> <p>MBFS is a finance company incorporated in England and Wales, authorised and regulated by the Financial Conduct Authority. MBFS is within the corporate group of Daimler AG, the ultimate parent organisation responsible for all Daimler products and services worldwide (see corporate structure chart below). MBFS has been supporting Daimler UK Group sales in the United Kingdom for over 25 years. Since October 2009 the Daimler brands in the United Kingdom encompass Mercedes-Benz, smart, Mitsubishi Fuso and Setra. Sales partners for automotive financial services are the Daimler automobile dealerships. MBFS has originated and serviced auto-loans for more than five years, being exposures similar to the Purchased Receivables. The Servicer has expertise in servicing – and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of – the portfolio and the wider MBFS portfolio.</p> <p><i>The EBA Guidelines provide that an entity that has serviced similar assets for at least five years will be deemed to meet the expertise criterion.</i></p>	

<b>55</b>	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>THE SELLER, THE SERVICER AND THE SUBORDINATED LENDER</i>.</p> <p>BUSINESS AND ORGANISATION OF MBFS</p> <p>Description of the Seller and the Servicer</p> <p>MBFS is a finance company incorporated in England and Wales, authorised and regulated by the Financial Conduct Authority. MBFS is a wholly-owned subsidiary of Daimler AG, the parent organisation responsible for all Daimler products and services worldwide (see corporate structure chart below). MBFS has been supporting Daimler UK Group sales in the United Kingdom for over 25 years. Since October 2009 the Daimler brands in the United Kingdom encompass Mercedes-Benz, smart, Mitsubishi Fuso and Setra. Sales partners for automotive financial services are the Daimler automobile dealerships. MBFS has originated and serviced auto-loans for more than five years, being exposures similar to the Purchased Receivables. The Servicer has expertise in servicing – and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of – the portfolio and the wider MBFS portfolio.</p> <p><i>Additional due diligence was conducted in connection with verifying these criteria.</i></p>		

<b>56</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
56. The transaction documentation shall set out in clear and consistent terms definitions		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>THE SELLER, THE SERVICER AND THE SUBORDINATED LENDER</i>.</p> <p>BUSINESS AND ORGANISATION OF MBFS</p> <p>Credit and Collection Policy</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>See underlying transaction documents: Servicing Agreement.</p> <p>2. APPOINTMENT OF SERVICER</p> <p>SCHEDULE 2</p> <p>PORTFOLIO ADMINISTRATION SERVICES</p>		

<b>57</b>	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
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.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See point 56 above.		

<b>58</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		
58. The transaction documentation shall clearly specify the priorities of payment,		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOW</i> . Summary of Priority of Payments Pre-Enforcement Priority of Payments Post-Enforcement Priority of Payments See Prospectus, <i>CONDITIONS OF THE NOTES</i> . 2. Status and Security (d) Pre-Enforcement Priority of Payments (f) Post-Enforcement Priority of Payments		
<b>59</b>	<b>STS criteria</b>	
59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>CONDITIONS OF THE NOTES</i> . 2. Status and Security		

	<p>(f) Post-Enforcement Priority of Payments</p> <p>10. Events of Default</p> <p>Upon any Enforcement Notice being given by the Note Trustee in accordance with the terms of this Condition 10 (Events of Default), notice to that effect will be given by the Note Trustee to all Noteholders in accordance with Condition 15 (Notices).</p>				
<b>60</b>	<p><b>STS criteria</b></p> <p>60. The transaction documentation shall clearly specify the obligation to report such events.</p>				
	<table border="1"> <tr> <td><b>Verified?</b></td> <td><b>Yes</b></td> </tr> <tr> <td colspan="2"><b>PCS Comment</b></td> </tr> </table>	<b>Verified?</b>	<b>Yes</b>	<b>PCS Comment</b>	
<b>Verified?</b>	<b>Yes</b>				
<b>PCS Comment</b>					
	<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(g) disclose, without undue delay, any events which trigger changes in the Priority of Payments and any change to the Priority of Payments which will materially and adversely affect the repayment of the Notes;</p> <p>See Prospectus, OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</p> <p>2. SERVICING AGREEMENT</p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(f) disclose without undue delay any events which trigger changes in the Priority of Payments and any change in the Priority of Payments which will materially adversely affect the repayment of the Notes to the extent required under Article 21(9) of the UK Securitisation Regulation;</p>				
<b>61</b>	<p><b>STS criteria</b></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>				
	<table border="1"> <tr> <td><b>Verified?</b></td> <td><b>Yes</b></td> </tr> <tr> <td colspan="2"><b>PCS Comment</b></td> </tr> </table>	<b>Verified?</b>	<b>Yes</b>	<b>PCS Comment</b>	
<b>Verified?</b>	<b>Yes</b>				
<b>PCS Comment</b>					
	<p>See point 60 above.</p>				



62	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
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		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED PARTIES</i>.</p> <p>Noteholders Meeting provisions</p> <p>Notice Period:</p> <p>Initial meeting</p> <p>20 clear days (and no more than 90 clear days)</p> <p>Adjourned meeting</p> <p>10 clear days (and no more than 40 clear days)</p> <p>Place of meeting:</p> <p>United Kingdom or, if meetings are required to be held in Luxembourg, Luxembourg.</p> <p>Quorum:</p> <p>Initial meeting</p> <p>The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons holding or representing 66 2/3% of the principal amount of the relevant Class for the time being outstanding, except that, inter alia, the details of the Security, certain terms concerning the amount, currency and postponement of the due dates for payment of the Notes, modifying the Events of Default or Priority of Payments, the provisions concerning the quorum required at any meeting of the relevant Class of Noteholders and the provisions concerning the majority required to pass an Extraordinary Resolution (together, Special Quorum Resolutions) may be modified only by resolutions passed at a meeting the quorum at which will be one or more persons holding or representing at least 75% of the principal amount of the relevant Class for the time being outstanding 66 2/3% of votes cast for matters requiring Extraordinary Resolution</p> <p>Adjourned meeting</p> <p>The quorum at any adjourned meeting will be whatever the principal amount of the Notes of the relevant Class so held or represented, except that in the case of Special Quorum Resolutions, the required quorum will be one or more persons holding or representing at least one-third in principal amount of the relevant Class for the time being outstanding. The quorum at any adjourned meeting will be whatever the principal amount of the Notes of the relevant Class so held or represented, except that in the case of Special Quorum Resolutions, the required quorum will be one or more persons holding or representing at least one-third in principal amount of the relevant Class for the time being outstanding.</p> <p>Required majority:</p> <p>An Extraordinary Resolution which, in the sole opinion of the Note Trustee affects two or more classes of Noteholders and gives or may give rise to a conflict of interest between the holders of such classes of notes will be deemed to be passed only if it will be passed by at least 66 2/3% of holders of the more senior class outstanding so affected, provided that no resolution of Holders of the most senior Class outstanding which would have the effect of changing any due date for payment of principal and/or interest on such senior Notes, increasing the amount required to redeem each such senior</p>		

<p>Note, or the amount of interest payable on such senior Notes or changing the method of calculation therefore, releasing or substituting the Security or any part of the Security or altering this proviso will be effective unless sanctioned by an Extraordinary Resolution of Holders of all Classes of junior Notes.</p> <p>See Prospectus, <i>CONDITIONS OF THE NOTES</i>.</p> <p>12. Meetings of Noteholders, amendments, waiver, substitution and exchange</p> <p>See also Trust Deed.</p> <p>SCHEDULE 4</p> <p>Provisions for meetings of Noteholders</p> <p><i>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion. The documentation covers the following: (a) the method for calling meetings; as for method; (b) the maximum timeframe for setting up a meeting; (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 UK:</i></p>
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<b>63</b>	<b>Legislative text – Article 21 - Requirements relating to standardisation</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i> .	
	11. DEED OF CHARGE	
	14. TRUST DEED	
	See Prospectus, <i>THE NOTE TRUSTEE, SECURITY TRUSTEE AND DATA TRUSTEE</i> .	
	See also underlying transaction documents: Trust Deed, Deed of Charge.	

64	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
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,		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA</i>.</p> <p>Historical performance data</p> <p>The historical performance data set out hereafter relate to the portfolio of auto Receivables granted by the Seller to private, commercial and corporate borrowers, with and without a final balloon instalment, relating to used or new vehicles. Financing Contracts with employees have been excluded from the historical performance data.</p> <p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation</p> <p>In order to comply with the transparency requirements provided for by Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator:</p> <p>(a) has made available to any potential investor in the Notes data on static historical default performance relating to the five year period starting on 1 July 2016 and ending on 30 June 2021 in respect of receivables substantially similar to the Purchased Receivables;</p>		
65	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<i>See point 64 above.</i>		
66	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
66. Those data shall cover a period no shorter than five years.		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<i>See point 64 above.</i>		

67	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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.		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
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,		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i>.</p> <p>4. SELLER RECEIVABLES WARRANTIES</p> <p>As of the Purchase Date, the Seller represents and warrants the following:</p> <p>(g) prior to the Issue Date, a representative sample of the Purchased Receivables has been submitted to the external verification of an appropriate and independent party which (i) had the experience and the capability to carry out the verification and (ii) was not a credit rating agency, a third party verifying compliance with the UK STS Criteria, or an affiliate of the Originator. Such external verification included the verification of the compliance of the Purchased Receivables with certain verifiable Eligibility Criteria and the verification, by performing agreed upon procedures, that the data disclosed in respect of the Purchased Receivables are accurate;</p> <p>See underlying transaction documents, Incorporated Terms Memorandum.</p> <p><i>PCS has reviewed the report on “agreed upon procedures” (AUP) commonly known as a “pool audit”. PCS can confirm that this was done by an appropriate and independent third party.</i></p>		
68	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
68. Including verification that the data disclosed in respect of the underlying exposures is accurate.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>See 67 above.</i></p> <p><i>Based solely on the words of the AUP and without any additional due diligence or interaction with the auditing firm responsible for the AUP or sight of the instructions to such firm, PCS has concluded that the AUP appears to meet the requirements of the criterion.</i></p>		

69	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<p>22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>		
<b>STS criteria</b>		<a href="#">SEE RELATED EBA GUIDELINES</a>
<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>		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation</p> <p>In order to comply with the transparency requirements provided for by Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator:</p> <p>(b) has made available – via the UK SR Website (or if applicable, the UK SR Repository) and the EU SR Repository– to any potential investor in the Notes, before pricing of the Notes, an accurate model representing precisely the contractual relationship between the Purchased Receivables and the payments flowing between the Originator, the Noteholders, the Issuer and any other party to the Transaction UK 2021-2 which contained an amount of information sufficient to allow such potential investor to price the Notes (the "Liability Cash Flow Model");</p> <p>See underlying transaction documents, Incorporated Terms Memorandum.</p> <p>APPENDIX 2</p> <p>Seller Receivables Warranties</p> <p>As of the Purchase Date, the Seller represents and warrants the following:</p> <p>(i) to make available on an ongoing basis to the Noteholders – via the UK SR Website (or if applicable, the UK SR Repository) and the EU SR Repository – and, upon request, to any potential investor in the Notes, an accurate model representing precisely the contractual relationship between the Purchased Receivables and the payments flowing between the Originator, the Noteholders, the Issuer and any other party to the Transaction UK 2021-2 which shall contain an amount of information sufficient to allow such potential investor to price the Notes;</p>		
70	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
<p>70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>		
<b>Verified?</b>		Yes
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation</p> <p>In order to comply with the transparency requirements provided for by Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator:</p> <p>(c) has undertaken under the Incorporated Terms Memorandum to make available the Liability Cash Flow Model on an ongoing basis to the Noteholders – via the UK SR Website, (or if applicable, the UK SR Repository) and the EU SR Repository – and, upon request, to potential investors in the Notes;</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p>		

<p>7. Listing and admission to trading</p> <p>Furthermore, the Issuer undertakes to make available to the Noteholders on a quarterly basis until the Legal Maturity Date the Loan Level Data and to make available the Liability Cash Flow Model either directly or indirectly through one or more entities who provide such cash flow models to investors generally.</p> <p>See underlying transaction documents, Incorporated Terms Memorandum.</p> <p>Part D - STS Covenants of the Seller</p> <p>The Seller hereby covenants:</p> <p>3. LIABILITY CASH FLOW MODEL</p> <p>To make available on an ongoing basis to the Noteholders – via the UK SR Website (or if applicable, the UK SR Repository) and the EU SR Repository – and, upon request, to any potential investor in the Notes, an accurate model representing precisely the contractual relationship between the Purchased Receivables and the payments flowing between the Originator, the Noteholders, the Issuer and any other party to the Securitisation Transaction SA UK 2021-2 which shall contain an amount of information sufficient to allow such potential investor to price the Notes.</p> <p><i>Although technically covering the period between pricing and close, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</i></p>
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71	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	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).	
	<b>STS criteria</b>	<a href="#">SEE RELATED EBA GUIDELINES</a>
	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).	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See Prospectus, <i>DESCRIPTION OF THE PORTFOLIO</i> .	
	4. SELLER RECEIVABLES WARRANTIES	
	As of the Purchase Date, the Seller represents and warrants the following:	
	(i) where available to the Originator, to include the environmental performance of the Financed Vehicles in the Monthly Report;	

<b>72</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		
72. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus.</p> <p>STS</p> <p>In relation to such notification, the Originator has been designated as the first contact point for investors and competent authorities. The Originator has also taken responsibility for compliance with Article 7 of the UK Securitisation Regulation in accordance with Article 22(5) of the UK Securitisation Regulation.</p> <p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>The Issuer and the Originator, as originator within the meaning of the EU Securitisation Regulation and the UK Securitisation Regulation, have agreed that the Originator is the "reporting entity" under Article 7(2) of the EU Securitisation Regulation and the UK Securitisation Regulation to fulfil the information requirements of Article 7(1) of the EU Securitisation Regulation and the UK Securitisation Regulation (the "Reporting Entity"). The Reporting Entity, as originator, shall also be responsible for compliance with Article 7 of the EU Securitisation Regulation and the UK Securitisation Regulation.</p>		

<b>73</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		
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.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Article 22(5) of the EU Securitisation Regulation and UK Securitisation Regulation</p> <p>Pursuant to Article 22(5) of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator shall be responsible for compliance with Article 7 of the EU Securitisation Regulation and the UK Securitisation Regulation. In particular, the Originator undertakes that:</p> <p>(a) 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;</p>		

<b>74</b>	<b>STS criteria</b>	
		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.
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Article 22(5) of the EU Securitisation Regulation and UK Securitisation Regulation</p> <p>Pursuant to Article 22(5) of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator shall be responsible for compliance with Article 7 of the EU Securitisation Regulation and the UK Securitisation Regulation. In particular, the Originator undertakes that:</p> <ul style="list-style-type: none"> <li>(b) 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;</li> <li>(c) this Prospectus serves as a transaction summary or overview of the main features of the Transaction UK 2021-2 in accordance with Article 7(1)(c) of the EU Securitisation Regulation; and</li> <li>(d) the final documentation shall be made available to investors at the latest no later than fifteen (15) days after closing of the Transaction.</li> </ul> <p>Compliance with Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation</p> <p>In order to comply with the transparency requirements provided for by Article 22 of the EU Securitisation Regulation and the the UK Securitisation Regulation, the Originator:</p> <ul style="list-style-type: none"> <li>(f) has made available before pricing of the Notes, the Transaction SA UK 2021-2 Documents (other than the Prospectus in a draft form);</li> <li>(g) has made available before pricing of the Notes, a draft of the UK STS Notification; and</li> <li>(h) will make available the Prospectus, the Transaction SA UK 2021-2 Documents and the UK STS Notification in final versions, within fifteen (15) days from the Issue Date.</li> </ul> <p>The information set out in paragraph (e), (f), (g) and (h) above has been or will be made available (as the case may be) on the UK SR Website and with the EU SR Repository.</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p><b>2. SERVICING AGREEMENT</b></p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <ul style="list-style-type: none"> <li>(d) make available the documents as required by and in accordance with Article 7(1)(b) of the UK Securitisation Regulation and the EU Securitisation Regulation prior to the pricing date of the Notes (and in final form, if applicable, no later than fifteen (15) days after the Issue Date);</li> </ul> <p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p>



	(d) before pricing of the Notes in initial form and on or around the Issue Date in final form, for the purposes of compliance with Article 7(1)(d) of the UK Securitisation Regulation, it will make available the UK STS Notification referred to in Article 27 of the UK Securitisation Regulation on the website of EuroABS at www.euroabs.com being the UK SR Website;
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<b>75</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.		
<b>STS criteria</b>		
75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>See point 74 above.</i></p> <p><i>This criterion speaks to document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p>		

<b>76</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
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 authority 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;		
<b>STS criteria</b>		
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 authority referred to in Article 29 and, upon request, to potential investors: (a) information on the underlying exposures on a quarterly basis,		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes</p>		

<p>and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(a) on a quarterly basis, the Loan Level Data in accordance with Article 7(1)(a) of the UK Securitisation Regulation and EU Securitisation Regulation;</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p><b>2. SERVICING AGREEMENT</b></p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(a) on a quarterly basis, the Loan Level Data in accordance with Article 7(1)(a) of the UK Securitisation Regulation and EU Securitisation Regulation;</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>
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<b>77</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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 authority 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"> <li>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</li> <li>(ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;</li> <li>(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;</li> <li>(iv) the servicing, back-up servicing, administration and cash management agreements;</li> <li>(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;</li> <li>(vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;</li> </ul>		
<b>STS criteria</b>		
<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"> <li>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</li> </ul>		
<b>Verified?</b>	<b>Yes</b>	
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes</p>		

	<p>and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients");</p> <p>(e) make available the documents as required by and in accordance with Article 7(1)(b) of the UK Securitisation Regulation and the EU Securitisation Regulation prior to the pricing date of the Notes (and in final form, if applicable, no later than fifteen (15) days after the Issue Date);</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p><b>2. SERVICING AGREEMENT</b></p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients");</p> <p>(d) make available the documents as required by and in accordance with Article 7(1)(b) of the UK Securitisation Regulation and the EU Securitisation Regulation prior to the pricing date of the Notes (and in final form, if applicable, no later than fifteen (15) days after the Issue Date);</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>						
78	<p><b>STS criteria</b></p> <p>78. (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;</p> <table border="1" data-bbox="210 788 2114 932"> <tr> <td data-bbox="210 788 1151 820"><b>Verified?</b></td> <td data-bbox="1151 788 2114 820"><b>Yes</b></td> </tr> <tr> <td colspan="2" data-bbox="210 820 2114 852"><b>PCS Comment</b></td> </tr> <tr> <td colspan="2" data-bbox="210 852 2114 932"><i>See point 77 above.</i></td> </tr> </table>	<b>Verified?</b>	<b>Yes</b>	<b>PCS Comment</b>		<i>See point 77 above.</i>	
<b>Verified?</b>	<b>Yes</b>						
<b>PCS Comment</b>							
<i>See point 77 above.</i>							
79	<p><b>STS criteria</b></p> <p>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;</p> <table border="1" data-bbox="210 1034 2114 1171"> <tr> <td data-bbox="210 1034 1151 1066"><b>Verified?</b></td> <td data-bbox="1151 1034 2114 1066"><b>Yes</b></td> </tr> <tr> <td colspan="2" data-bbox="210 1066 2114 1098"><b>PCS Comment</b></td> </tr> <tr> <td colspan="2" data-bbox="210 1098 2114 1171"><i>See point 77 above.</i></td> </tr> </table>	<b>Verified?</b>	<b>Yes</b>	<b>PCS Comment</b>		<i>See point 77 above.</i>	
<b>Verified?</b>	<b>Yes</b>						
<b>PCS Comment</b>							
<i>See point 77 above.</i>							

80	<b>STS criteria</b>	
	80. (iv) the servicing, back-up servicing, administration and cash management agreements;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>See point 77 above.</i>	
81	<b>STS criteria</b>	
	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;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>See point 77 above.</i>	
82	<b>STS criteria</b>	
	82. (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>See point 77 above.</i>	
83	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	<b>STS criteria</b>	
	83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See underlying transaction documents. Deed of Charge 10. NOTIFICATION TO OBLIGORS AND INSURERS, AND SAFEGUARD OF INFORMATION; ENFORCEMENT	

10.2 Post-enforcement Calculation and Paying Agency Agreement SCHEDULE 3 Pre-Enforcement Priority of Payments
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<b>84</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>(c) where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing)<sup>1</sup> do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable:</p> <ul style="list-style-type: none"> <li>(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;</li> <li>(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;</li> <li>(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;</li> <li>(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;</li> </ul>		
<b>STS criteria</b>		
<p>84. where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing) do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable:</p> <p>(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;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<i>In this transaction the Prospectus serves as the Transaction Summary for UK STS.</i>		
<b>85</b>	<b>STS criteria</b>	
<p>85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<i>In this transaction the Prospectus serves as the Transaction Summary for UK STS.</i>		

<sup>1</sup> These are “prospectus rules”; see section 73A of the Financial Services and Markets Act 2000 (Part 6 Rules), inserted by S.I. 2005/381

86	<b>STS criteria</b>	
		86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>In this transaction the Prospectus serves as the Transaction Summary for UK STS.</i>	

  

87	<b>STS criteria</b>	
		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;
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	<i>In this transaction the Prospectus serves as the Transaction Summary for UK STS.</i>	

88	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	<b>STS criteria</b>	
	88. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i> . Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"): (d) before pricing of the Notes in initial form and on or around the Issue Date in final form, for the purposes of compliance with Article 7(1)(d) of the UK Securitisation Regulation, it will make available the UK STS Notification referred to in Article 27 of the UK Securitisation Regulation on the website of EuroABS at <a href="http://www.euroabs.com">www.euroabs.com</a> being the UK SR Website; <i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i>	

89	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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"> <li>(i) all materially relevant data on the credit quality and performance of underlying exposures;</li> <li>(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;</li> <li>(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.</li> </ul>		
<b>STS criteria</b>		
<p>89. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(b) on each Reporting Date and simultaneously with the Loan Level Data referred to in (a) above, a Monthly Report in accordance with Article 7(1)(e) of the UK Securitisation Regulation and EU Securitisation Regulation in the form substantially as set out in Schedule 2 to the Calculation Agency Agreement and the Portfolio Information in encrypted form and in such format as set out in Schedule 1 to the Servicing Agreement;</p> <p>See Prospectus, <i>MASTER DEFINITIONS SCHEDULE</i>.</p> <p>1. DEFINITIONS</p> <p>"Monthly Report" means the monthly report to be prepared by the Servicer and sent to the Issuer and the Calculation Agent not later than on the Reporting Date, which includes the information on the performance of the Portfolio in relation to the Collection Period immediately preceding the Reporting Date, the related information with regards to the payments to be made on the following Payment Date under the Notes, as well as the information required to be provided by paragraph (e) of Article 7(1) of the Securitisation Regulation and the applicable Regulatory Technical Standards, in accordance with the Servicing Agreement. Such Monthly Report is substantially in the form of the Monthly Investor Report as set out in Schedule 2 to the Calculation Agency Agreement.</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>		

90	<b>STS criteria</b>	
	90. (i) all materially relevant data on the credit quality and performance of underlying exposures;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 89 above.</i>
91	<b>STS criteria</b>	
	91. (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 89 above.</i>
92	<b>STS criteria</b>	
	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;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 89 above.</i>
93	<b>STS criteria</b>	
	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.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 89 above.</i>



94	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>(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;</p>		
<b>STS criteria</b>		
<p>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;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(f) on a monthly basis and without undue delay, upon the occurrence of any event triggering the existence of any information provided for by article 7(1) points (f) and (g) of the EU Securitisation Regulation and the UK Securitisation Regulation, prepare and deliver to the Relevant Recipients the EU Inside Information Report and the UK Inside Information Report, subject to the timely receipt of all necessary information from the other Parties in their possession, including information in respect of any significant event such as (i) a material breach of the obligations laid down in the Transaction SA UK 2021-2 Documents, (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 Transaction or the Purchased Receivables that can materially impact the performance of the securitisation, (iv) if competent authorities have taken remedial or administrative actions and (v) any material amendments to the Transaction SA UK 2021-2 Documents;</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>		

95	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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 authority 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"> <li>(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;</li> <li>(ii) a change in the structural features that can materially impact the performance of the securitisation;</li> <li>(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;</li> <li>(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;</li> <li>(v) any material amendment to transaction documents.</li> </ul>		
<b>STS criteria</b>		
<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>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p>See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i>.</p> <p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(f) on a monthly basis and without undue delay, upon the occurrence of any event triggering the existence of any information provided for by article 7(1) points (f) and (g) of the EU Securitisation Regulation and the UK Securitisation Regulation, prepare and deliver to the Relevant Recipients the EU Inside Information Report and the UK Inside Information Report, subject to the timely receipt of all necessary information from the other Parties in their possession, including information in respect of any significant event such as (i) a material breach of the obligations laid down in the Transaction SA UK 2021-2 Documents, (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 Transaction or the Purchased Receivables that can materially impact the performance of the securitisation, (iv) if competent authorities have taken remedial or administrative actions and (v) any material amendments to the Transaction SA UK 2021-2 Documents;</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>		
<b>96 STS criteria</b>		
<p>96. (ii) a change in the structural features that can materially impact the performance of the securitisation;</p>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>See point 95 above.</i></p>		

97	<b>STS criteria</b>	
	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;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 95 above.</i>
98	<b>STS criteria</b>	
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where the competent authority has taken remedial or administrative actions;	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 95 above.</i>
99	<b>STS criteria</b>	
	99. (v) any material amendment to transaction documents.	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
		<i>See point 95 above.</i>

100	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
	7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]	
	<b>STS criteria</b>	
	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]	
	<b>Verified?</b>	<b>Yes</b>
	<b>PCS Comment</b>	
	See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i> . Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation	

<p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(a) on a quarterly basis, the Loan Level Data in accordance with Article 7(1)(a) of the UK Securitisation Regulation and EU Securitisation Regulation;</p> <p>(b) on each Reporting Date and simultaneously with the Loan Level Data referred to in (a) above, a Monthly Report in accordance with Article 7(1)(e) of the UK Securitisation Regulation and EU Securitisation Regulation in the form substantially as set out in Schedule 2 to the Calculation Agency Agreement and the Portfolio Information in encrypted form and in such format as set out in Schedule 1 to the Servicing Agreement;</p> <p>See Prospectus, <i>OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS</i>.</p> <p><b>2. SERVICING AGREEMENT</b></p> <p>Information and Regular Reporting</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(a) on a quarterly basis, the Loan Level Data in accordance with Article 7(1)(a) of the UK Securitisation Regulation and EU Securitisation Regulation;</p> <p>(b) on each Reporting Date and simultaneously with the Loan Level Data referred to in (a) above, a Monthly Report in accordance with Article 7(1)(e) of the UK Securitisation Regulation and EU Securitisation Regulation in the form substantially as set out in Schedule 2 to the Calculation Agency Agreement and the Portfolio Information in encrypted form and in such format as set out in Schedule 1 to the Servicing Agreement;</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>
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<b>101</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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 United Kingdom 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>		
<b>STS criteria</b>		
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		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus, <i>EU AND UK RISK RETENTION AND SECURITISATION REGULATION REPORTING</i> .		

<p>Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>Pursuant to the terms of the Servicing Agreement, the Servicer shall (on behalf of the Reporting Entity), subject to the applicable data protection rules in England, Wales, Scotland or Northern Ireland (including the Data Protection Laws) and banking secrecy rules and the Data Trust Agreement, prepare and deliver to the Issuer, the Noteholders, (upon request) any potential investors in the Notes and the relevant competent authorities (as determined under the EU Securitisation Regulation and the UK Securitisation Regulation in accordance with the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements and together, the "Relevant Recipients"):</p> <p>(f) on a monthly basis and without undue delay, upon the occurrence of any event triggering the existence of any information provided for by article 7(1) points (f) and (g) of the EU Securitisation Regulation and the UK Securitisation Regulation, prepare and deliver to the Relevant Recipients the EU Inside Information Report and the UK Inside Information Report, subject to the timely receipt of all necessary information from the other Parties in their possession, including information in respect of any significant event such as (i) a material breach of the obligations laid down in the Transaction SA UK 2021-2 Documents, (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 Transaction or the Purchased Receivables that can materially impact the performance of the securitisation, (iv) if competent authorities have taken remedial or administrative actions and (v) any material amendments to the Transaction SA UK 2021-2 Documents;</p> <p>See underlying transaction documents, Receivables Purchase Agreement.</p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</i></p>
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<b>102</b>	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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> <p>Or</p> <p>Where no securitisation repository is registered in accordance with Article 10, the entity designated to fulfil the requirements set out in paragraph 1 of this Article shall make the information available by means of a website that:</p> <p>(a) includes a well-functioning data quality control system;</p> <p>(b) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website;</p> <p>(c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk;</p> <p>(d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and</p> <p>(e) makes it possible to keep record of the information for at least five years after the maturity date of the securitisation.</p>		
<b>STS criteria</b>		
<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>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
See Prospectus.		

#### Transparency Requirements

For this The Originator has been designated as "reporting entity" pursuant to Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation (the "Reporting Entity").

#### Compliance with Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation

The Issuer and the Originator, as originator within the meaning of the EU Securitisation Regulation and the UK Securitisation Regulation, have agreed that the Originator is the "reporting entity" under Article 7(2) of the EU Securitisation Regulation and the UK Securitisation Regulation to fulfil the information requirements of Article 7(1) of the EU Securitisation Regulation and the UK Securitisation Regulation (the "Reporting Entity"). The Reporting Entity, as originator, shall also be responsible for compliance with Article 7 of the EU Securitisation Regulation and the UK Securitisation Regulation.

The Reporting Entity (or the Servicer on its behalf) will make all such information set forth under paragraphs (a) to (g) above available to the Relevant Recipients as is required to be made available pursuant to the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements .

Under the Servicing Agreement MBFS as Servicer undertakes to the Issuer that, pursuant to the UK Securitisation Regulation, it will (on behalf of the Reporting Entity) make the information that the Issuer is required to make available pursuant to and in compliance with the Securitisation Regulation (UK) Disclosure Requirements to the Noteholders, to the FCA and to potential Noteholders. During the Standstill Period, such information will be in the format contemplated by the Securitisation Regulation (UK) Disclosure Requirements. The Servicer will make such information available on the UK website of EuroABS (being, as at the date of this Prospectus, <https://www.euroabs.com/IH.aspx?d=16605>) being a website which conforms with the requirements set out in Article 7(2) of the UK Securitisation Regulation (the "UK SR Website"). There is no requirement to report to a UK securitisation repository where the prospectus has not been approved by the FCA. However, to the extent a securitisation repository is registered in accordance with Article 10 of the UK Securitisation Regulation it will make the information available to such securitisation repository (the "UK SR Repository"). For the purposes of Article 7(2) of the UK Securitisation Regulation, the Seller and the Issuer designate MBFS, in its capacity as originator, to fulfil the information requirements of Article 7(1) of the UK Securitisation Regulation.

See Prospectus, *OVERVIEW OF THE PRINCIPAL TRANSACTION SA UK 2021-2 DOCUMENTS*.

#### 2. SERVICING AGREEMENT

##### Information and Regular Reporting

The Reporting Entity (or the Servicer on its behalf) will, pursuant to the UK Securitisation Regulation, make the information that the Issuer is required to make available pursuant to and in compliance with the Securitisation Regulation (UK) Disclosure Requirements to the Noteholders, to the FCA and to potential Noteholders. During the Standstill Period, such information will be in the format contemplated by the Securitisation Regulation (UK) Disclosure Requirements. The Servicer will make such information available on the UK SR Website. There is no requirement to report to a UK securitisation repository where the prospectus has not been approved by the FCA. However, to the extent a securitisation repository is registered in accordance with Article 10 of the UK Securitisation Regulation it will make the information available to such securitisation repository. For the purposes of Article 7(2) of the UK Securitisation Regulation, the Seller and the Issuer designate MBFS, in its capacity as originator, to fulfil the information requirements of Article 7(1) of the UK Securitisation Regulation.

See Prospectus, *GENERAL INFORMATION*.

#### 10. UK Securitisation Repository

The Reporting Entity (or the Servicer on its behalf) will, pursuant to the UK Securitisation Regulation, make the information that the Issuer is required to make available pursuant to and in compliance with the Securitisation Regulation (UK) Disclosure Requirements to the Noteholders, to the FCA and to potential Noteholders. During the Standstill Period, such information will be in the format contemplated by the Securitisation Regulation (UK) Disclosure Requirements. The Servicer will make such information available on the UK SR Website of EuroABS. There is no requirement to report to a UK securitisation repository where the prospectus has not been approved by the FCA. However to the extent a securitisation repository is registered in accordance with Article 10 of the UK Securitisation Regulation it will make the information available to such securitisation repository (the "UK SR Repository").

See underlying transaction documents, Receivables Purchase Agreement.

*All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.*

103	<b>Legislative text – Article 22 - Requirements relating to transparency</b>	<a href="#">GO TO TABLE OF CONTENTS</a>
<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>		
<b>STS criteria</b>		
<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>		
<b>Verified?</b>		<b>Yes</b>
<b>PCS Comment</b>		
<p><i>See point 102 above.</i></p> <p><i>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' comment under point 75 above.</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,	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
2	<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>	
<p><b>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p><b>True sale, assignment or transfer with the same legal effect</b></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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p><b>True sale, assignment or transfer with the same legal effect</b></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> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) assessment of clawback risks and re-characterisation risks.</li> </ul> <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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p>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).</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p><b><i>True sale, assignment or transfer with the same legal effect</i></b></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>		

<b>3</b>	<p><b>Article 20 - Requirements relating to simplicity</b></p> <p><b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b></p> <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> <p><b>EBA Final non-ABCP STS Guidelines</b></p> <p><b>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p><b><i>True sale, assignment or transfer with the same legal effect</i></b></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>	<p><a href="#">BACK TO CHECKLIST</a></p>
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<b>4</b>	<p><b>Article 20 - Requirements relating to simplicity</b></p> <p><b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b></p> <p><b>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <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> <p><b>EBA Final non-ABCP STS Guidelines</b></p> <p><b>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</b></p> <p><b><i>Severe deterioration in the seller credit quality standing</i></b></p> <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> <p><b><i>Insolvency of the seller</i></b></p> <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>	<p><a href="#">BACK TO CHECKLIST</a></p>
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<b>5</b>	<b><u><a href="#">BACK TO CHECKLIST</a></u></b>
<b>Article 20 - Requirements relating to simplicity</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
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.	
<b>EBA Final non-ABCP STS Guidelines</b>	

<b>6</b>	<b><u><a href="#">BACK TO CHECKLIST</a></u></b>
<b>Article 20 - Requirements relating to simplicity</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</b>	
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.	
<b>EBA Final non-ABCP STS Guidelines</b>	
<b>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</b>	
<b>Clear eligibility criteria</b>	
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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</b></p> <p><b>Active portfolio management</b></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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		

10,	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
11	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b></p> <p><b><i>Contractually binding and enforceable obligations</i></b></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,	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
13	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b></p> <p><b><i>Exposures with periodic payment streams</i></b></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 style="padding-left: 20px;">(i) the remaining principal is repaid at the maturity;</p> <p style="padding-left: 20px;">(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	<a href="#">BACK TO CHECKLIST</a>
<b>Article 20 - Requirements relating to simplicity</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</b>	
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.	
<b>EBA Final non-ABCP STS Guidelines</b>	

15	<a href="#">BACK TO CHECKLIST</a>
<b>Article 20 - Requirements relating to simplicity</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>No resecuritisation (Article 20(9))</b>	
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.	
<b>EBA Final non-ABCP STS Guidelines</b>	

16	<a href="#">BACK TO CHECKLIST</a>
<b>Article 20 - Requirements relating to simplicity</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>Underwriting standards (Article 20(10))</b>	
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.	
<b>EBA Final non-ABCP STS Guidelines</b>	

17	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Underwriting standards (Article 20(10))</b></p> <p>37. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(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;</p> <p>(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;</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.4 Underwriting standards, originator’s expertise (Article 20(10))</b></p> <p><b><i>No less stringent underwriting standards</i></b></p> <p>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.</p> <p>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.</p>		

18	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Underwriting standards (Article 20(10))</b></p> <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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.4 Underwriting standards, originator's expertise (Article 20(10))</b></p> <p><b><i>Disclosure of material changes from prior underwriting standards</i></b></p> <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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Underwriting standards (Article 20(10))</b></p> <p>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.</p> <p>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;</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.4 Underwriting standards, originator’s expertise (Article 20(10))</b></p> <p><b>Residential loans</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

20	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Underwriting standards (Article 20(10))</b></p> <p>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.</p> <p>37. (e) clarification of the criterion with respect to the assessment of a borrower’s creditworthiness based on equivalent requirements in third countries;</p>		
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21	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<b>Underwriting standards (Article 20(10))</b>		
<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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>4.4 Underwriting standards, originator's expertise (Article 20(10))</b>		
<b>Similar exposures</b>		
<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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<p><b>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b></p> <p><b>Exposures in default</b></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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<p><b>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b></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>(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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b></p> <p><b>Exposures to a credit-impaired debtor or guarantor</b></p> <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> <p><b>To the best of the originator’s or original lender’s knowledge</b></p> <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.

<b>26</b>	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<b>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:		
(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
<b><i>Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process</i></b>		
42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.		

29	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<b>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
<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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
<b><i>Credit registry</i></b>		
<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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<b>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:		
(e) Interpretation of the term 'significantly higher risk of contractually agreed payments not being made for comparable exposures': the term should be interpreted with a similar meaning to the requirement aiming to prevent adverse selection of assets referred to in Article 6(2) of Regulation (EU) 2017/2402, and further specified in the Article 16(2) of the Delegated Regulation specifying in greater detail the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/24027, given that in both cases the requirement (i) aims to prevent adverse selection of underlying exposures and (ii) relates to the comparison of the credit quality of exposures transferred to the SSPE and comparable exposures that remain on the originator's balance sheet. To facilitate the interpretation, a list is given of examples of how to achieve compliance with the requirement.		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</b>		
<b><i>Risk of contractually agreed payments not being made being significantly higher than for comparable exposures</i></b>		
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	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<b>At least one payment made (Article 20(12))</b>		
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.		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>4.6 At least one payment made (Article 20(12))</b>		
<b><i>Scope of the criterion</i></b>		
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.		
<b><i>At least one payment</i></b>		
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.		

<b>32</b>	<b>Article 20 - Requirements relating to simplicity</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<b>No predominant dependence on the sale of assets (Article 20(13))</b>		
<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		
<b>4.7 No Predominant dependence on the sale of assets</b>		
<b><i>Predominant dependence on the sale of assets</i></b>		
<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><b><i>Exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402</i></b></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>		

<b>33</b>	<a href="#">BACK TO CHECKLIST</a>
<b>Article 21 - Requirements relating to standardisation</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>Risk retention (Article 21(1))</b>	
<p>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.</p> <p>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.</p>	
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<b>Article 21 - Requirements relating to standardisation</b>	
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<b>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b>	
<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>	
<b>EBA Final non-ABCP STS Guidelines</b>	
<b>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b>	
<b><i>Appropriate mitigation of interest-rate and currency risks</i></b>	
<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>	

	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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<b>35</b>	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>		
<b>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b>		
<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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b>		
<b>Appropriate mitigation of interest-rate and currency risks</b>		
<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>		

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<p><b>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></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> <ul style="list-style-type: none"> <li>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</li> <li>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</li> <li>(c) clarification of the term 'common standards in international finance'.</li> </ul>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></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,	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
38	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></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>		
<p><b>EBA Final non-ABCP STS Guidelines</b></p>		
<p><b>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></p>		
<p><b><i>Derivatives</i></b></p>		
<p>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.</p>		



39	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</b></p> <p><b>Common standards in international finance</b></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	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Referenced interest payments (Article 21(3))</b></p> <p>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.</p> <p>54. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) the scope of the criterion (by specifying the common types and examples of interest rates captured by this criterion);</p> <p>(b) the term ‘complex formulae or derivatives’.</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.2 Referenced interest payments (Article 21(3))</b></p> <p><b>Referenced rates</b></p> <p>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:</p> <p>(a) interbank rates including the Libor, Euribor and other recognised benchmarks;</p> <p>(b) rates set by monetary policy authorities, including FED funds rates and central banks’ discount rates;</p> <p>(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.</p> <p><b>Complex formulae or derivatives</b></p> <p>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.</p>		

41	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</b></p> <p><b><i>Exceptional circumstances</i></b></p> <p>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.</p> <p>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.</p> <p><b><i>Amount trapped in the SSPE in the best interests of investors</i></b></p> <p>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.</p> <p>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.</p>		

42	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</b></p> <p><b>Repayment</b></p> <p>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.</p> <p>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.</p>		

44	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</b></p> <p><b>Liquidation of the underlying exposures at market value</b></p> <p>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.</p>		

45	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<b>Non-sequential priority of payments (Article 21(5))</b>		
<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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>5.4 Non-sequential priority of payments (Article 21(5))</b>		
<b>Performance-related triggers</b>		
<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,	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
47,	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
48,	<b>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</b>	
49,	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.	
50	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.	
<b>EBA Final non-ABCP STS Guidelines</b>		
<b>5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</b>		
<b><i>Insolvency-related event with regard to the servicer</i></b>		
67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following:		
(a) it should enable the replacement of the servicer in order to ensure continuation of the servicing;		
(b) it should trigger the termination of the revolving period.		

51,	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
52,	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
53	<b>Transaction Documentation (Article 21(7))</b>	
63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.		
64. This criterion is considered sufficiently clear and no further guidance is considered necessary.		
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54	<p><b>Article 21 - Requirements relating to standardisation</b></p> <p><b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b></p> <p><b>Expertise of the Servicer (Article 21(8))</b></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>	<a href="#">BACK TO CHECKLIST</a>
	<p><b>EBA Final non-ABCP STS Guidelines</b></p> <p><b>5.8 Expertise of the servicer (Article 21(8))</b></p> <p><b><i>Criteria for determining the expertise of the servicer</i></b></p> <p>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:</p> <p>(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;</p> <p>(b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise:</p> <p>(i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;</p> <p>(ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;</p> <p>(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;</p> <p>(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.</p> <p>69. A servicer should be deemed to have the required expertise where either of the following applies:</p> <p>(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;</p> <p>(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:</p> <p>(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;</p> <p>(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;</p> <p>(iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a).</p> <p>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.</p> <p><i>Exposures of similar nature</i></p> <p>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.</p>	

55	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Expertise of the Servicer (Article 21(8))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>Expertise of the Servicer (Article 21(8))</b></p> <p><b><i>Well-documented and adequate policies, procedures and risk management controls</i></b></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 United Kingdom 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 United Kingdom, 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,	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
57	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Remedies and actions related to delinquency and default of debtor (Article 21(9))</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.7 Remedies and actions related to delinquency and default of debtor (Article 21(9))</b></p> <p><b><i>Clear and consistent terms</i></b></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,	<b>Article 21 - Requirements relating to standardisation</b>	<a href="#">BACK TO CHECKLIST</a>
63	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Resolution of conflicts between different classes of investors</b></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>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>5.8 Resolution of conflicts between different classes of investors (Article 20(10))</b></p> <p><b><i>Clear provisions facilitating the timely resolution of conflicts between different classes of investors</i></b></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"> <li>(a) the method for calling meetings or arranging conference calls;</li> <li>(b) the maximum timeframe for setting up a meeting or conference call;</li> <li>(c) the required quorum;</li> <li>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision;</li> <li>(e) where applicable, a location for the meetings which should be in the United Kingdom.</li> </ul> <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,	<b>Article 22 - Requirements relating to transparency</b>	<a href="#">BACK TO CHECKLIST</a>
65,	<b>EBA Final non-ABCP STS Guidelines – statements on background and rationale</b>	
66	<p><b>Data on historical default and loss performance (Article 22(1))</b></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>	
	<b>EBA Final non-ABCP STS Guidelines</b>	
	<p><b>6.1 Data on historical default and loss performance (Article 22(1))</b></p> <p><b>Data</b></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><b>Substantially similar exposures</b></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,	<b>Article 22 - Requirements relating to transparency</b>	<a href="#">BACK TO CHECKLIST</a>
68	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Verification of a sample of the underlying exposures (Article 22(2))</b></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"> <li>(a) requirements on the sample of the underlying exposures subject to external verification;</li> <li>(b) requirements on the party executing the verification;</li> <li>(c) scope of the verification;</li> <li>(d) requirement on the confirmation of the verification.</li> </ul>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>6.2 Verification of a sample of the underlying exposures (Article 22(2))</b></p> <p><b><i>Sample of the underlying exposures subject to external verification</i></b></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><b><i>Party executing the verification</i></b></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"> <li>(a) it has the experience and capability to carry out the verification;</li> <li>(b) it is none of the following: <ul style="list-style-type: none"> <li>(i) a credit rating agency;</li> <li>(ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402;</li> <li>(iii) an entity affiliated to the originator.</li> </ul> </li> </ul> <p><b><i>Scope of the verification</i></b></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"> <li>(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;</li> <li>(b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate.</li> </ul> <p><b><i>Confirmation of the verification</i></b></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,	<b>Article 22 - Requirements relating to transparency</b>	<a href="#">BACK TO CHECKLIST</a>
70	<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>	
<p><b>Liability cashflow model (Article 22(3))</b></p> <p>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.</p> <p>77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) interpretation of the term ‘precise’ representation of the contractual relationships;</p> <p>(b) implications when the model is provided by third parties.</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>Liability cash flow model (Article 22(3))</b></p> <p><b>Precise representation of the contractual relationship</b></p> <p>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.</p> <p><b>Third parties</b></p> <p>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.</p>		

71	<b>Article 22 - Requirements relating to transparency</b>	<a href="#">BACK TO CHECKLIST</a>
<b>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></b>		
<p><b>Environmental performance of assets (Article 22(4))</b></p> <p>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.</p> <p>79. To facilitate consistent interpretation of this criterion, the term ‘available information related to the environmental performance’ should be further clarified.</p>		
<b>EBA Final non-ABCP STS Guidelines</b>		
<p><b>Environmental performance of assets (Article 22(4))</b></p> <p><b>Available information related to the environmental performance</b></p> <p>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.</p>		