

STS Term Master Checklist

SOL LION II RMBS FONDO DE TITULIZACIÓN



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

4 December 2020

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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 page references in this document are to the prospectus unless otherwise stated.

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

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

4 December 2020

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Prime Collateralised Securities (PCS) STS Verification

Individual(s) undertaking the assessment	Dr Martina Spaeth
Date of Verification	4 December 2020
The transaction to be verified (the “Transaction”)	SOL LION II RMBS
Issuer	SOL LION II RMBS
Originator	ING BANK, N.V., Spanish Branch
Lead Manager(s)	n.a.
Transaction Legal Counsel	Cuatrecasas Gonçalves Pereira S.L.P
Rating Agencies	DBRS and Fitch Ratings
Stock Exchange	AIAF Fixed-Income Market (AIAF Mercado de Renta Fija).
Closing Date	4 December 2020

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 on the next page together with a reference to summary headings of the respective article contents. To examine a specific article section from the list below in further detail, please click on the article description in the table below to be taken directly to the relevant section of the detailed checklist.

Article	Summary of article contents	Checklist Points	
Article 20 – Simplicity			
20(1)	True sale	1, 2	✓
20(2)	Severe clawback (part 1)	2	✓
20(3)	Severe clawback (part 2)	2	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria and active portfolio management	6 - 8	✓
20(8)	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards and expertise, unverified home loans	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default and to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks, disclosure, no further derivatives, hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of an acceleration notice: no cash trap, sequential amortisation, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 50	✓
21(7)	Duties, responsibilities and replacement of transaction parties	51 - 53	✓
21(8)	Expertise of the servicer	54, 55	✓
21(9)	Remedies and actions by Servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	56 - 61	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	62, 63	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	64 - 66	✓
22(2)	AUP/asset verification	67, 68	✓
22(3)	Liability cashflow model	69, 70	✓
22(4)	Environmental performance of asset	71	✓
22(5)	Responsibility for article 7 and information disclosure before pricing and 15 days after closing	72 - 75	✓
7(1)	Transparency requirements: availability of reports, documentation, underlying loan data	76 - 101	✓
7(2)	Transparency requirements: designation of responsible entity, securitisation repository	102, 103	✓

1	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	
	STS criteria	
	1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.	
	Verified?	Yes
	PCS Comment	
	<p>SECURITIES NOTE FOR WHOLESale NON-EQUITY SECURITIES</p> <p>(Annex 15 of the Prospectus Delegated Regulation)</p> <p>3. ESSENTIAL INFORMATION</p> <p>3.1.2 ING BANK, Spanish Branch participates as: [...]</p> <p>The Seller will assign to the Fund the title of the underlying Receivables by means of the assignment the MTCs. Such assignment of the title to the Fund of the underlying Receivables shall not be subject to severe clawback provisions in the event of the Seller's insolvency.</p> <p>ADDITIONAL INFORMATION TO BE INCLUDED</p> <p>3.3.2.6. Insolvency of the Seller</p> <p>In the event of insolvency of the Seller, in accordance with Directive 2001/24, the Spanish Courts will not be empowered to decide on the implementation of one or more reorganisation or winding up measures since these powers will be vested on the administrative or judicial authorities of the home Member State (i.e. The Netherlands) of the credit institution (including for branches established in other Member States). Any transfer of rights or assets or any payments contemplated by the Transaction Documents may be challenged by an insolvency administrator of the Seller in accordance with Dutch Law.</p> <p>Any transfer of rights or assets or any payments contemplated by the Transaction Documents may be challenged by an insolvency administrator (curator) of the Seller in accordance with Dutch Law, although pursuant to (the Dutch rules implementing) Directive 2001/24 the beneficiary of these acts can provide proof that (i) these transfers and payments are subject to the law of another Member State and (ii) that law does not allow any means of challenging these acts in the case in point. As a result of the foregoing, the Fund, through the Management Company, as beneficiary of the credit rights derived from the Mortgage Loans, may provide proof to the insolvency administrator (curator) of the Seller that (i) the transfer of the credit rights by means of the issuance by the Seller of the MTCs and its subscription by the Fund through the Management Company is subject to the application of Spanish Law, and ii) as far as Spanish Law is concerned, as set forth in article 16.4 of the Law 5/2015, such a valid and effective assignment of the Receivables cannot be the subject of claw-back other than proving the existence of fraud in the transaction, and can also not be challenged under the general provisions and principles of that law, taken as a whole.</p> <p>With respect to the Receivables that are transferred by means of the mortgage transfer certificate, a Dutch court will apply Spanish law to determine whether the mortgage transfer certificate have been validly and effectively issued in order to make the transfer of the Receivables by the Seller to the Fund. Therefore, a valid and effective transfer of the Receivables by means of the mortgage transfer certificate made under Spanish law should be recognised by a Dutch court.</p>	

- (a) See also Additional Information, Representations and collateral given to the issuer relating to the Seller, 2.2.8.1 The Seller is the branch of ING BANK, a public company duly incorporated in accordance with Dutch applicable laws and is registered with the central bank of The Netherlands (De Nederlandsche Bank N.V.).
- (b) The Seller was passported under the freedom of establishment according to European and Spanish regulations to provide banking and investment services in Spain and is registered in the credit institutions branch register of the Bank of Spain (Banco de España) under number 1465.
- (c) The Seller is a branch of a foreign credit entity established within the European Union and it is not caught by the Insolvency Law nor by Law 11/2015 of June 18, on the Recovery and Resolution of Credit Institutions and Investment Firms.
- (d) The corporate decision-making bodies of ING BANK have validly adopted all resolutions required to (i) assign the Mortgage Loans through the issuance of the MTCs, and (ii) validly execute the agreements and commitments undertaken therein

"True sale" is not a legal concept but a rating agency creation.

The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator/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".

This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.

The issue of "true sale" is separate from the issue of "clawback". "Clawback" refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a "true sale" has taken place.

All European jurisdictions, to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from "defrauding" its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.

The Regulation (20.1) therefore does not require STS "true sales" to be 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".

PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.

Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.

Based on the above considerations, PCS believes that transfers from jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of "severe clawback":

- *Clawback requires an unfair preference "defrauding" creditors.*
- *Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence.*

Since “severe clawback” is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Originator’s jurisdiction for the purposes of insolvency law. This would be its centre of main interest (“COMI”) or its “home member state”.

The second step would be to determine whether the relevant COMI and/or “home member state” contains severe claw back provisions in its insolvency legislation.

Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.

In the case of the Transaction, however, the Originator is ING, the Spanish branch of ING Bank NV based in the Netherlands. As stated in the Prospectus, it is a credit institution incorporated in accordance with Dutch laws and passported to Spain under the freedom of establishment within the EU and registered with the Bank of Spain. The COMI is the Kingdom of Spain. In this Transaction, Legal Opinions of Spanish and Dutch law have been provided, and sufficient comfort is reached that the transfer would not be subject to a “severe clawback”. Further, the legal opinion of Spanish law from CUATRECASAS, Gonçalves Pereira S.L.P. confirms that the assignment of the mortgage constitutes a valid and enforceable true sale of receivables made by the Originator to the Issuer and it is not capable of being declared void or re-characterised from a legal viewpoint. The Dutch legal opinion confirms that a valid and effective transfer under Spanish law will be recognised by the courts of The Netherlands. The Dutch legal opinion also confirms that the section 3.3.2.6 Insolvency of the Seller in the prospectus is accurate and therefore the valid and effective assignment of the Receivables cannot be subject of claw-back other than proving the existence of fraud in the transaction, and can also not be challenged under the general provisions and principles of that law, taken as a whole.

EBA Final non-ABCP STS Guidelines – statements on *background and rationale*

True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

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.

22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:

- (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;
- (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.

EBA Final non-ABCP STS Guidelines

4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))

True sale, assignment or transfer with the same legal effect

10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:

- (a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller’s insolvency, with the same legal effect as that achieved by means of true sale;
- (b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;
- (c) assessment of clawback risks and re-characterisation risks

11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.

12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.

2	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<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>	
	STS criteria	
	<p>2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See point 1 above.</p> <p>Legal Opinions of Spanish and Dutch law have been provided, and sufficient comfort is reached that the transfer would not be subject to a "severe clawback" if Spanish insolvency proceedings are opened in respect of the Originator. See also 3.3.2.6 of "Additional Information" in the Prospectus.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<p>16. The criterion specified in Article 20(1) aims to ensure that the underlying exposures are beyond the reach of, and are effectively ring-fenced and segregated from, the seller, its creditors and its liquidators, including in the event of the seller's insolvency, enabling an effective recourse to the ultimate claims for the underlying exposures.</p>	
	<p>22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p>	
	<p>(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;</p>	
	<p>(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>True sale, assignment or transfer with the same legal effect</i>	
	<p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p>	
	<p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p>	
	<p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p>	
	<p>(c) assessment of clawback risks and re-characterisation risks.</p>	
	<p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p>	
	<p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

Legislative text		BACK TO TABLE OF CONTENTS
Article 20 - Requirements relating to simplicity		
20.2. For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions: (a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency; (b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.		
STS criteria		
Verified?	Yes	
PCS Comment		
Neither provision applies. Legal opinions opine suitably.		
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))		
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.		
EBA Final non-ABCP STS Guidelines		
4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))		
True sale, assignment or transfer with the same legal effect		
10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided: (a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale; (b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework; (c) assessment of clawback risks and re-characterisation risks.		
11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.		
12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.		

Legislative text		BACK TO TABLE OF CONTENTS
Article 20 - Requirements relating to simplicity		
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.		
STS criteria		
Verified?		Yes
PCS Comment		
See Additional Information, Representations and collateral given to the issuer relating to the Seller, 2.2.8.1 and 3.3.2.6, quoted in point 1 above.		
<i>The Kingdom of Spain and The Netherlands do not have Severe Clawback provisions.</i>		
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))		
18. Whereas, pursuant to Article 20(2), contractual terms and conditions attached to the transfer of title that expose investors to a high risk that the securitised assets will be reclaimed in the event of the seller's insolvency should not be permissible in STS securitisations, such prohibition should not include the statutory provisions granting the right to a liquidator or a court to invalidate the transfer of title with the aim of preventing or combating fraud, as referred to in Article 20(3).		
EBA Final non-ABCP STS Guidelines		
4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))		
<i>True sale, assignment or transfer with the same legal effect</i>		
10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:		
(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;		
(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;		
(c) assessment of clawback risks and re-characterisation risks.		
11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.		
12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.		

3	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	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.	
	STS criteria	
	3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.	
	Verified?	Yes
	PCS Comment	
	<p>See also the representation in 2.2.8.2</p> <p>(a) The Seller is the sole owner of the Mortgage Loans, which are free of liens and encumbrances and has no knowledge that any Borrower may raise any objections to the payment of any amount regarding the Mortgage Loans.</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(w) The Mortgage Loans were originated in the ordinary course of business of the Seller and, pursuant to underwriting standards in respect of the acceptance of Mortgages Loans that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitized.</p> <p><i>PCS has been provided with evidence that the transaction called SOL-LION (I) has been terminated on 10th November 2020, and the assets were sold back to ING on 11th November with no claims to this former transaction left.</i></p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	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.	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>True sale, assignment or transfer with the same legal effect</i>	
	10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:	
	(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;	
	(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;	
	(c) assessment of clawback risks and re-characterisation risks.	
	11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.	
	12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.	

4	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<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> <ul style="list-style-type: none"> (a) severe deterioration in the seller credit quality standing; (b) insolvency of the seller; and (c) unremedied breaches of contractual obligations by the seller, including the seller's default. 	
	STS criteria	
	<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> <ul style="list-style-type: none"> (a) severe deterioration in the seller credit quality standing; (b) insolvency of the seller; and (c) unremedied breaches of contractual obligations by the seller, including the seller's default. 	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information, 3.3. Description of the method, 3.3.1. Formalization of the assignment of the Receivables, 3.3.1.1. Assignment of the Receivables</p> <p>(i) Initial Receivables The assignment of the Initial Receivables by the Seller will be effective from the Date of Incorporation of the Fund. It will be implemented through the Deed of Incorporation and will be carried out as determined below.</p> <p>(ii) Additional Receivables Following its incorporation, the Fund, represented by the Management Company, will on each Purchase Date during the Revolving period make subsequent acquisitions of Additional Receivables to replace the decrease in the Outstanding Balance of the Receivables purchased by the Fund up to the maximum amount equal to the Principal Target Repurchase Amount on the last day of the calendar month preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria. [...]</p> <p>(iii) Additional provisions The Borrowers will not be notified of the assignment of the Initial Receivables to the Fund by the Seller except if required under the applicable laws.</p> <p>Notwithstanding the above, in the event of insolvency proceedings, or indications of insolvency, or if the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers and any respective guarantors thereof, of the transfer of the outstanding Mortgage Loans to the Fund, as well as the fact that the payments deriving from such Mortgage Loans will only release the debt if payment is made into the Cash Flow Account opened in the name of the Fund. However, if the Servicer has not given the notice to the Borrowers within five (5) Business Days of receipt of the request, or in the case of insolvency proceedings as regards the Servicer, the Management Company itself, either directly or through a new servicer it has designated, will notify the Borrowers and any respective guarantors thereof.</p> <p>3.3.2.6 Insolvency of the Seller The Seller may be declared insolvent. Such insolvency could affect its contractual relationship with the Fund according to the applicable insolvency regulations. In the event of insolvency of the Seller, in accordance with Directive 2001/24, the Spanish Courts will not be empowered to decide on the implementation of one or more reorganisation or winding up measures since these powers will be vested on the administrative or judicial authorities of the home Member State (i.e. The Netherlands) of the credit institution (including for branches established in other Member States) (i.e. the Seller). Any transfer of rights or assets or any payments contemplated by the Transaction Documents may be challenged by an insolvency administrator (curator) of the Seller in accordance with Dutch Law, although pursuant to (the Dutch rules implementing) Directive 2001/24 the beneficiary of these acts can provide proof that (i) these transfers and payments are subject to the law of another Member State and (ii) that law does not allow any means of challenging these acts in the case in point. As a result of the foregoing, the Fund, through the Management Company, as beneficiary of the credit rights derived from the Mortgage Loans, may provide proof to the insolvency administrator (curator) of the Seller that (i) the transfer of the credit rights by means of the issuance by the Seller of the</p>	

<p>MTCs and its subscription by the Fund through the Management Company is subject to the application of Spanish Law, and (ii) as far as Spanish Law is concerned, as set forth in article 16.4 of the Law 5/2015, such a valid and effective assignment of the Receivables cannot be subject of claw-back other than proving the existence of fraud in the transaction, and can also not be challenged under the general provisions and principles of that law, taken as a whole.</p> <p>3.3.2.7. Notification</p> <p>Section 3.3.1 above provides that the Seller's assignment of the Receivables to the Fund shall not be notified to the Borrowers, except if required by law.</p> <p>Notwithstanding the above, in the event of insolvency, liquidation, intervention by the Bank of Spain or substitution of the Seller, or in the event of insolvency or indications thereof, liquidation or the replacement of the Servicer, or if the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers and the insurance companies of the assignment of the outstanding Receivables to the Fund and that the payments derived therefrom will only release the debt if payment is made into the Cash Flow Account opened in the name of the Fund. However, if the Servicer has not given the notice to the Borrowers within five (5) Business Days of receipt of the request by the Management Company, or in the case that the Servicer is in insolvency proceedings, the Management Company itself, either directly or through a new designated servicer or agent, may notify the Borrowers and the insurance companies.</p> <p>3.7.1.13. Notices</p> <p>Notice is not a requirement for the validity of the issuance of the MTCs or for the validity of the assignment of the MTCs to the Fund. In this regard, the Borrowers will not be notified of the assignment of the Mortgage Loans to the Fund by the Seller except if required under the applicable laws. As of the Date of Incorporation, notice is required by law to Borrowers in the Autonomous Community of Valencia, pursuant to Decree-Law 1/2019, of December 13, of the Consell, approving the consolidated version of the Statute of consumers and users of the Valencian Community, and Andalucía, pursuant to Law 3/2016, of June 9, for the protection of the rights of consumers and users when contracting loans and mortgage loans for housing.</p> <p>However, the Seller will grant to the Management Company the broadest powers as are necessary under law so that it may, on behalf of the Fund, notify the Borrowers of the issuance or the assignment of the MTCs at the time it deems appropriate.</p> <p>Notwithstanding the foregoing, in the event of insolvency or indications thereof, liquidation or the replacement of the Servicer, or because the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers of the transfer of the outstanding Mortgage Loans to the Fund, as well as of the fact that the payments deriving therefrom, these will only act as a release if they are made into the Cash Flow Account opened in the name of the Fund. However, both in the case that the Servicer has not notified the Borrowers within five (5) Business Days following receipt of the request, and in the case of insolvency of the Servicer, the Management Company itself, either directly or through a new servicer designated thereby, will notify the Borrowers and any respective guarantors thereof</p> <p><i>Criterion 4 requires two steps:</i></p> <ul style="list-style-type: none"> - <i>To determine whether the transfer of the assets is by means of an unperfected assignment; and</i> - <i>If it is, whether the transaction contains the requisite triggers.</i> <p>Notification is not required to perfect the transfer in most regions of SPAIN. The management company has been empowered to notify Borrowers of certain regions as necessary (see Additional Information, Prospectus).</p>	<p>EBA Final non-ABCP STS Guidelines – statements on background and rationale</p> <p>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</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>EBA Final non-ABCP STS Guidelines</p> <p>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>Severe deterioration in the seller credit quality standing</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>Insolvency of the seller</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>
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5	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.	
	STS criteria	
	5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.	
	Verified?	Yes
	PCS Comment	
	<p>See ADDITIONAL INFORMATION, 2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>On the Date of Incorporation, the Seller, as the owner of the Mortgage Loans, will make the following representations and warranties to the Management Company, acting on behalf of the Fund, on the Date of Incorporation, in the Deed of Incorporation and shall be deemed repeated on each Purchase Date:</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(a) The Seller is the sole owner of the Mortgage Loans, which are free of liens and encumbrances and has no knowledge that any Borrower may raise any objections to the payment of any amount regarding the Mortgage Loans.</p> <p>(h) The Seller is not aware of the existence of any circumstance preventing the enforcement (e j e c u c i ó n) of the mortgages securing the Mortgage Loans.</p> <p>(k) As regards the Mortgage Loans, no person has a preferential right to the Fund.</p> <p>(t) The Seller is not aware of any Borrower holding any credit right against the Seller that may entitle them to exercise any set-off rights which may negatively affect the rights conferred by the MTCs.</p> <p>(v) Both the assignment of the Receivables and the issue of the MTCs, as well as any acts relating thereto, have been legally and validly performed or will be legally and validly performed based on market standards.</p> <p>(ii) On the initial Cut-Off Date, the Mortgage Loans are not subject to any issue of mortgage notes or mortgage transfer certificates other than the issuance of the MTCs. Mortgage Loans are not subject to any charges, liens or encumbrances.</p> <p>(oo) The Mortgage Loans are not subject to any contractual provisions preventing assignment of the Receivables or requiring the Borrower's consent for such assignment.</p> <p>(j) The Mortgage Loans have not been subject to any change, amendment, modification or waiver of any kind which in any material way adversely affect the enforceability or collectability of all or a material portion of the Receivables being transferred. For these purposes, Covid-19 Moratoriums are excluded.</p> <p>3.7.1.11. Set-off</p> <p>If any of the Borrowers on the Mortgage Loans has a liquid, due and payable credit right against the Seller, with the result that one or more of the Mortgage Loans are set off against such right, the Seller will remedy this circumstance such that the set-off does not apply, or if it is not possible to remedy it, the Seller will deposit in the appropriate account with the Fund the amount which was set off plus the interest due from the date of set off until the date on which the deposit is made, calculated in accordance with the terms and conditions applicable to the corresponding Mortgage Loan.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	21. The objective of the criterion in Article 20(6), which requires the seller to provide the representations and warranties confirming to the seller's best knowledge that the transferred exposures are neither encumbered nor otherwise in a condition that could potentially adversely affect the enforceability of the transfer of title, is to ensure that the underlying exposures are not only beyond the reach not only of the seller but equally of its creditors, and to allocate the commercial risk of the encumbrance of the underlying exposures to the seller.	
	EBA Final non-ABCP STS Guidelines	

6	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	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.	
	STS criteria	
	6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....	
	Verified?	Yes
	PCS Comment	
	<p>2.2.2.2.3. Eligibility Criteria</p> <p>In order to be assigned to and acquired by the Fund, on the respective Purchase Date (as well as on the Date of Incorporation with regards to the Initial Receivables), the Initial Receivables and the Additional Receivables must meet both the Individual Eligibility Criteria and the Global Eligibility Criteria (the "Eligibility Criteria") set forth below.</p> <p>(i) Individual Eligibility Criteria [...]</p> <p>(ii) Global Eligibility Criteria [...]</p> <p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>The Seller, as the owner of the Mortgage Loans will make the following representations and warranties to the Management Company, acting on behalf of the Fund, on the Date of Incorporation in the Deed of Incorporation, and shall be deemed repeated on each Purchase Date:</p> <p>(see 2.2.8.1 in relation to the Seller, 2.2.8.2 In relation to the Mortgage Loans and the Receivables assigned to the Fund 2.2.8.3. In relation to the MTCs)</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>PCS has read the Eligibility Criteria and representations 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.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) 23. The objective of this criterion in Article 20(7) is to ensure that the selection and transfer of the underlying exposures in the securitisation is done in a manner which facilitates in a clear and consistent fashion the identification of which exposures are selected for/transferred into the securitisation, and to enable the investors to assess the credit risk of the asset pool prior to their investment decisions.	
	EBA Final non-ABCP STS Guidelines	
	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) Clear eligibility criteria 17. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, the criteria should be understood to be 'clear' where compliance with them is possible to be determined by a court or tribunal, as a matter of law or fact or both.	

7	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	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.	
	STS criteria	
	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.	
	Verified?	Yes
	PCS Comment	
	2.3. Assets actively managed backing the issue The Management Company will not actively manage the assets backing the issue.	
	3.3.2. Receivables assignment terms	
	3.3.2.1. Scope of the assignment	
	The Seller does not assume the risk of payment default of the Receivables and, therefore, does not assume any liability for the payment of any amounts under the Mortgage Loans, whether for principal, interest or any other amount due, nor does it assume liability for the effectiveness of the guarantees or security granted as security thereof, if any. Furthermore, the Seller will not in any other manner whatsoever guarantee directly or indirectly the success of the transaction, or give any security or Notes or enter into any repurchase or replacement agreements as regards the Receivables, except as described in section 2.2.9 of this Additional Information or, if applicable, a potential repurchase further to the exercise of the Optional Redemption set forth in section 4.9.4 of the Securities Note.	
	See also 2.2.9 Substitution of the securitised assets	
	In the case of prepayment of the Receivables assigned to the Fund due to the prepayment of the corresponding Mortgage Loan or otherwise, the affected Receivables will not be replaced in accordance with the Eligibility Criteria set forth in section 2.2.2.2.3. of the Additional Information.	
	<i>Indeed, the EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of "active portfolio management". To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion 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>	
	PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines. PCS also notes that there is an explicit affirmative statement in the Prospectus to the effect that no active management of the assets backing the Transaction applies.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))	
	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.	
	EBA Final non-ABCP STS Guidelines	
	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))	
	Active portfolio management	

	<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> <ul style="list-style-type: none"> (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; (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>16. The techniques of portfolio management that should not be considered active portfolio management include:</p> <ul style="list-style-type: none"> (a) substitution or repurchase of underlying exposures due to the breach of representations or warranties; (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; (c) replenishment of underlying exposures by adding underlying exposures as substitutes for amortised or defaulted exposures during the revolving period; (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; (f) repurchase of defaulted exposures to facilitate the recovery and liquidation process with respect to those exposures; (g) repurchase of underlying exposures under the repurchase obligation in accordance with Article 20(13) of Regulation (EU) 2017/2402.
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8	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	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.	
	STS criteria	
	8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	
	Verified?	Yes
	PCS Comment	
	<p>The transaction is revolving.</p> <p>2.2.9. Substitution of the securitised assets</p> <p>Further Advances</p> <p>All Increased Mortgage Loans must meet and satisfy with the Eligibility Criteria set forth in section 2.2.2.2.3. of this Additional Information. In case the Increased Mortgage Loan to be assigned to the Fund does not meet with the Eligibility Criteria, such assignment shall not take place, but in any case, the Mortgage Loan affected by the Further Advance will still have to be repurchased.</p> <p>3.3.1.1 Assignment of the Receivables.</p> <p>(ii) Additional Receivables</p> <p>Following its incorporation, the Fund, represented by the Management Company, will on each Purchase Date during the Revolving period make subsequent acquisitions of Additional Receivables to replace the decrease in the Outstanding Balance of the Receivables purchased by the Fund up to the maximum amount equal to the Principal Target Repurchase Amount on the last day of the calendar month preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria. For each new acquisition of Additional Receivables, the Management Company will deliver the following documents to the CNMV on the next Business Day after Payment Date:</p> <p>i. Via CIFRADOC, the list of Additional Receivables assigned to the Fund and their main characteristics.</p> <p>ii. Statement by the Management Company and signed by the Seller, that such Additional Receivables meet all the Eligibility Criteria (Individual and Global Eligibility Criteria) and the representations and warranties of section 2.2.8. of this Additional Information for their assignment to the Fund.</p> <p>-----</p> <p><i>This criterion is 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.</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> <p>PCS has identified the existence of such a covenant in the Prospectus.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20.7)	

<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>
<p>EBA Final non-ABCP STS Guidelines</p> <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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>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.</p>	
	STS criteria	
	<p>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.</p>	
	Verified?	Yes
	PCS Comment	
	<p>Homogeneity, Article 1:</p> <p>2.2.2. General characteristics of the Borrowers, the Receivables and the economic environment, as well as any global statistical data referred to the securitised assets</p> <p>The Borrowers of the Mortgage Loans are individuals who were resident in Spain as of the date of formalisation of each Mortgage Loan, who have been granted a particular Mortgage Loan. [...]</p> <p>100% of the Mortgage Loans are collateralised by owner-occupied properties. The Mortgage Loans (i) are backed by first-priority mortgages over the relevant properties, with the exception of those where there is a prior ranking mortgage registered with the relevant Land Registry and the mortgage loan which they secure has been economically cancelled but the relevant entry is still pending cancellation in the relevant Land Registry; and (ii) are based on monthly instalments (principal and interest) and on the French amortisation system.</p> <p>See Prospectus, ADDITIONAL INFORMATION, 2.2.8. Representations and collateral given to the issuer relating to the assets, 2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>2.2.8.1 and 2.2.8.2</p> <p>In particular:</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(m) The Mortgage Loans have been provided by the Seller to individuals (customers) to finance transactions involving the acquisition, subrogation, refinancing or home equity of residential properties in Spain. None of the Mortgage Loans have been granted to real estate developers. All Mortgage Loans are secured with residential properties.</p> <p>(w) The Mortgage Loans were originated in the ordinary course of business of the Seller and, pursuant to underwriting standards in respect of the acceptance of Mortgages Loans that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitized.</p> <p>(ww) The Mortgage Loans are homogeneous in terms of asset type, cash flow, credit risk, servicing and prepayment characteristics and contain obligation that are contractually binding and enforceable, with full recourse to borrowers, and where applicable, guarantors, within the meaning of article 20.8 of the EU Securitisation Regulation.</p> <p>(xx) The Mortgage Loans comply with the homogeneity factors within the meaning of Articles 1 and 2 of the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards relating to the homogeneity of the underlying exposures in securitisations.</p> <p>See also Additional Information, 2.2 Assets backing the Issue, Homogeneity Factor:</p> <p>The Fund will pool in its assets certain Receivables arising from Mortgage Loans granted by the Seller to individuals who were resident in Spain as of the date of formalisation of each Mortgage Loan in order to finance transactions involving the acquisition of residential properties in Spain (the "Mortgage Loans"). None of the Mortgage Loans have been granted to real estate developers. All Mortgage Loans are secured with residential properties.</p>	

The definition of “homogeneity” in the Regulation is also the subject of a Regulatory Technical Standard (“RTS”). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of “homogeneity” will be legally binding on all regulatory authorities. Such RTS has been formally adopted by the European Commission on 28 May 2019.

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

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

Turning, for guidance, to the RTS adopted by the European Commission, in principle, four elements require examination: (a) “similar underwriting standards”, (b) “similar servicing standards”, (c) “same asset class” and (d) “relevant risk factors”. Consumer loans are though considered sufficiently homogeneous and do not need to meet also a specific homogeneity factor.

Following the guiding principles of the EBA, we note that “similar underwriting standards” must mean something like the same type of underwriting approach, looking at the same types of data points to calculate the same type of credit risk. It cannot mean “exactly the same underwriting criteria”, since this would make it impossible for any securitisation ever to have a “homogenous” pool.

In the Transaction, the loans were underwritten on a similar basis, they are being serviced by the Servicer on the same platform, they are a single asset class – Residential Home Loans – and, based on the EBA’s suggested approach, the properties, on which the home loans are granted, are all located in Spain, all owner-occupied.

PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be “homogeneous” by a wide consensus of market participants.

EBA Final non-ABCP STS Guidelines – statements on background and rationale

Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))

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.

EBA Final non-ABCP STS Guidelines

10	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.	
	STS criteria	
	10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	
	Verified?	Yes
	PCS Comment	
	<p>See representations and collateral given to the issuer relating to the assets</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(e) The Mortgage Loans exist, are valid and binding in accordance with Spanish law</p> <p>(f) The Mortgage Loan agreements are governed by Spanish law and all their obligations are enforceable.</p> <p>(g) The Seller is not aware of the existence of litigation of any kind as regards the Mortgage Loans that may prejudice the validity or enforceability (exigibilidad) thereof or give rise to the application of Article 1,535 of the Civil Code.</p> <p>(h) The Seller is not aware of the existence of any circumstance preventing the enforcement (ejecución) of the mortgages securing the Mortgage Loans.</p> <p>2.2.3 Legal nature of the assets</p> <p>The issuance of the MTCs will not transfer formal title to the mortgages and to any other security for the Mortgage Loans or accessory rights (including the insurances) relating to the relevant Mortgage Loans to the Fund (as holder of the MTCs). However, all rights to the proceeds of the enforcement of such mortgages and accessory rights will be transferred to the Issuer (as holder of the MTCs).</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>28. The objective of the criterion specified in the third sentence in the first subparagraph and in the second subparagraph of Article 20(8) is to ensure that the underlying exposures contain valid and binding obligations of the debtor/guarantor, including rights to payments or to any other income from assets supporting such payments that result in a periodic and well-defined stream of payments to the investors.</p> <p>30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to:</p> <p>(a) interpretation of the term ‘contractually binding and enforceable obligations’;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p><i>Contractually binding and enforceable obligations</i></p> <p>20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, ‘obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors’ should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.</p>	

11	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>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.</p>	
	STS criteria	
	<p>11. With full recourse to debtors and, where applicable, guarantors.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, 2.2.8 Representations and collateral given to the issuer relating to the assets,</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(uu) Each Mortgage Loan constitutes legal, valid, binding and enforceable contractual obligations with full recourse to the relevant Borrower and, where applicable, the guarantors and such obligations are enforceable in accordance with their respective terms.</p> <p>(ww) The Mortgage Loans are homogeneous in terms of asset type, cash flow, credit risk, servicing and prepayment characteristics and contain obligation that are contractually binding and enforceable, with full recourse to borrowers, and where applicable, guarantors, within the meaning of article 20.8 of the EU Securitisation Regulation.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and ration</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8</p> <p>30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to:</p> <p>(a) interpretation of the term ‘contractually binding and enforceable obligations’;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8</p> <p><i>Contractually binding and enforceable obligations</i></p> <p>20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, ‘obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors’ should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.</p>	

12	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	
	STS criteria	
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	
	Verified?	Yes
	PCS Comment	
	<p>See 2.2.2 [...] and (ii) are based on monthly instalments (principal and interest) and on the French amortisation system.</p> <p>See 2.2.8: representations and collateral given to the issuer relating to the assets</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(y) None of the Mortgage Loans has a final maturity date of more than forty (40) years as from origination or in any case after 2063.</p> <p>(p) The ordinary instalments of the Mortgage Loans are repaid by the Borrowers via direct debit.</p> <p>Borrowers of Mortgage Loans originated prior to February 2009 could direct debit their ordinary instalments to either ING BANK Spanish Branch or other banks accounts. On the Date of Incorporation there are Borrowers of Mortgage Loans who pay the ordinary instalments via direct debit to other banks accounts.</p> <p>Borrowers of all Mortgage Loans originated from February 2009 should direct debit their ordinary instalments to ING BANK Spanish Branch accounts.</p> <p>(oo) All Mortgage Loans follow the French amortisation system</p> <p>(z) The Variable Mortgage Loans and the Mixed Mortgage Loans (after the initial fixed rate period) will accrue a variable interest rate indexed to an official benchmark index (12-month EURIBOR-Hipotecario), and no maximum limit of the applicable interest rate is agreed. The absolute interest rate is floored at zero percent (12-month EURIBOR plus margin).</p> <p>See also Definitions:</p> <p>"Fixed Mortgage Loan" ("Préstamo Hipotecario a Tipo Fijo") means the Mortgage Loans with a fixed interest rate.</p> <p>"Fixed and Mixed Mortgage Loans" ("Préstamos Hipotecarios a Tipo Fijo y Mixto") means the Fixed Mortgage Loans and the Mixed Mortgage Loans in their initial fixed rate period only.</p> <p>"Variable Mortgage Loan" ("Préstamos a Tipo Variable") means the Mortgage Loans with a variable interest rate.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) <p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>	
	EBA Final non-ABCP STS Guidelines	

4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))

Exposures with periodic payment streams

21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:

- (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;
- (b) exposures related to credit card facilities;
- (c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages;
- (d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met:
 - (i) the remaining principal is repaid at the maturity;
 - (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;
- (e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender.

13	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>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.</p>	
	STS criteria	
	<p>13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See criterion 12 above.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))	
	<p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))	
	Exposures with periodic payment streams	
	<p>21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:</p>	
	<p>(a) exposures payable in a single instalment in the case of revolving securitisation, as referred to in Article 20(12) of Regulation (EU) 2017/2402;</p>	
	<p>(b) exposures related to credit card facilities;</p>	
	<p>(c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages;</p>	
	<p>(d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met:</p>	
	<p>(i) the remaining principal is repaid at the maturity;</p>	
	<p>(ii) the repayment of the principal is dependent on the sale of assets securing the exposure, in accordance with Article 20(13) of Regulation (EU) 2017/2402 and paragraphs 47 to 49;</p>	
	<p>(e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender.</p>	

14	Legislative text		BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity		
	The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
	STS criteria		
	14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.		
	Verified?	Yes	
	PCS Comment		
	2.2.13. Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitisation position.		
	2.2.14. Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitization position, whether traded or not.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) 29. The objective of the criterion specified in the third subparagraph is that the underlying exposures do not include transferable securities, as they may add to the complexity of the transaction and of the risk and due diligence analysis to be carried out by the investor.		
EBA Final non-ABCP STS Guidelines			

15	Legislative text		BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity		
	20.9. The underlying exposures shall not include any securitisation position.		
	STS criteria		
	15. The underlying exposures shall not include any securitisation position.		
	Verified?		Yes
	PCS Comment		
	2.2.13. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitisation position.		
	2.2.14. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitization position, whether traded or not.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	No resecuritisation (Article 20(9)) 31. The objective of this criterion is to prohibit resecuritisation subject to derogations for certain cases or for resecuritisation as specified in Regulation (EU) 2017/2402. This is a lesson learnt from the financial crisis, when resecuritisations were structured into highly leveraged structures in which notes of lower credit quality could be re-packaged and credit enhanced, resulting in transactions whereby small changes in the credit performance of the underlying assets had severe impacts on the credit quality of the resecuritisation bonds. The modelling of the credit risk arising in these bonds proved very difficult, also due to high levels of correlations arising in the resulting structures. 32. The criterion is deemed sufficiently clear and does not require any further clarification.		
	EBA Final non-ABCP STS Guidelines		

16	Legislative text		BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity		
	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.		
	STS criteria		
	16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.		
	Verified?		Yes
	PCS Comment		
	2.2.8. Representations and collateral given to the issuer relating to the assets 2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund: (w) The Mortgage Loans were originated in the ordinary course of business of the Seller, pursuant to underwriting standards in respect of the acceptance of Mortgages Loans that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitized. (x) The Mortgage Loans have been and are being serviced in all material respects by the Seller in accordance with customary market procedures (including applicable codes of good practice).		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	Underwriting standards (Article 20(10)) 33. The objective of the criterion specified in the first subparagraph of Article 20(10) is to prevent cherry picking and to ensure that the exposures that are to be securitised do not belong to exposure types that are outside the ordinary business of the originator, i.e. types of exposures in which the originator or original lender may have less expertise and/or interest at stake. This criterion is focused on disclosure of changes to the underwriting standards and aims to help the investors assess the underwriting standards pursuant to which the exposures transferred into securitisation have been originated.		
	EBA Final non-ABCP STS Guidelines		

17	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	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.	
	STS criteria	
	17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>Representations and collateral given to the issuer relating to the assets</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(w) The Mortgage Loans were originated in the ordinary course of business of the Seller, pursuant to underwriting standards in respect of the acceptance of Mortgages Loans that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitized.</p> <p>See also 2.2.2.1 Initial Receivables</p> <p>All origination channels follow the same risk management policies as the ones originated by the Seller and they are always approved by the Seller following its Origination Policy. For clarification purposes, there is no credit risk delegation to third parties.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Underwriting standards (Article 20(10))</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>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.4 Underwriting standards, originator's expertise (Article 20(10))</p> <p>No less stringent underwriting standards</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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	STS criteria	
	18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, 2.2.7 Method of Origination or creation of assets...</p> <p>All the Mortgage Loans granted from following the procedures established by the Seller for the granting of mortgage loans (the "Origination Policy") and represent a total of 100% of the Outstanding Balance of the Receivables.</p> <p>The Additional Receivables to be assigned to the Fund will also be granted in accordance with the Origination Policy. The Seller undertakes to disclose to the Management Company, who in turn will disclose it to potential investors, without delay any material change in the Origination Policy. Any material changes in the underwriting standards after the date of this Prospectus that affects the Additional Receivables will be fully disclosed to investors and potential investors, as an extraordinary notice, pursuant to section 4.1.3 of the Additional Information.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	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;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	<i>Disclosure of material changes from prior underwriting standards</i>	
	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.	
	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:	
	(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;	
	(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.	
	27. The disclosure of all changes to underwriting standards should include an explanation of the purpose of such changes.	
	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.	

19	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>	
	STS criteria	
	<p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>On the Date of Incorporation, the Seller, as the owner of the Mortgage Loans, will make the following representations and warranties to the Management Company, acting on behalf of the Fund, in the Deed of Incorporation</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(q) None of the Mortgage Loans includes Self-Certified Mortgage Loans or Equity Release Mortgage Loans.</p> <p>"Self-Certified Mortgage Loans" ("Préstamos Hipotecarios Certificados") means mortgage loans sold and underwritten on the basis that the applicants and/or intermediaries representing them were made aware before the start of the Seller's assessment that income could be self-certified.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	<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>	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	Residential loans	
	<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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	STS criteria	
	20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(vv) The assessment of the Borrower's creditworthiness of the Mortgage Loans meets the requirements as set out in article 8 of Directive 2008/48/EC.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Underwriting standards (Article 20(10))</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>	
	EBA Final non-ABCP STS Guidelines	

21	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	STS criteria	
	21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information, Name, address and significant business activities of the Seller</p> <p>3.5. Name, address and significant business activities of the Seller</p> <p>The seller of the Receivables is ING BANK N.V., SUCURSAL EN ESPAÑA:</p> <p>(a) registered office at Calle Vía de los Poblados 1F, 28033, Madrid.</p> <p>(b) as a branch of ING BANK, its main activity consists of providing banking and investment services to clients based in Spain, in accordance with the provisions of law.</p> <p>(c) it has the relevant expertise as an entity in the origination of mortgage loans for over 17 years and as servicer of mortgage receivables securitisation for over 17 years.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Underwriting standards (Article 20(10))</p> <p>36. The objective of the criterion specified in the fourth subparagraph of Article 20(10) is for the originator or original lender to have an established performance history of credit claims or receivables similar to those being securitised, and for an appropriately long period of time.</p> <p>37 (f) identification of criteria on which the expertise of the originator or the original lender should be determined:</p> <p>(i) when assessing if the originator or the original lender has the required expertise, some general principles should be set out against which the expertise should be assessed. The general principles have been designed to allow a robust qualitative assessment of the expertise. One of these principles is the regulatory authorisation: this is to allow for more flexibility in such qualitative assessments of the expertise if the originator or the original lender is a prudentially regulated institution which holds regulatory authorisations or permissions that are relevant with respect to origination of similar exposures. The regulatory authorisation in itself should, however, not be a guarantee that the originator or original lender has the required expertise;</p> <p>(ii) irrespective of such general principles, specific criteria should be developed, based on specifying a minimum period for an entity to perform the business of originating similar exposures, compliance with which would enable the entity to be considered to have a sufficient expertise. Such expertise should be assessed at the group level, so that possible restructuring at the entity level would not automatically lead to non-compliance with the expertise criterion. It is not the intention of such specific criteria to form an impediment to the entry of new participants to the market. Such entities should also be eligible for compliance with the expertise criterion, as long as their management body and senior staff with managerial responsibility for origination of similar exposures, have sufficient experience over a minimum specified period.</p> <p>38. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.4 Underwriting standards, originator's expertise (Article 20(10))</p> <p>Similar exposures</p> <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</p>	

	<p>Article 201(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> <ul style="list-style-type: none"> (ii) commercial loans secured with one or several mortgages on commercial immovable property or other commercial premises; (iii) credit facilities provided to individuals for personal, family or household consumption purposes; (iv) auto loans and leases; (v) credit card receivables; (vi) trade receivables; <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> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>35. An originator or original lender should be deemed to have the required expertise when either of the following applies:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>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.</p>
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22	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, 2. THE UNDERLYING ASSETS</p> <p>2.2. Assets backing the issue</p> <p>The Fund will pool in its assets certain Receivables arising from Mortgage Loans granted by the Seller to individuals who were resident in Spain at the time of formalisation of each Mortgage Loan in order to finance transactions involving the acquisition of residential properties in Spain (the "Mortgage Loans"). None of the Mortgage Loans have been granted to real estate developers. All Mortgage Loans are secured with residential properties.</p> <p>The assignment of the Receivables will be implemented on the Date of Incorporation and on each Purchase Date until the Revolving Period End Date, by means of the issue by the Seller and the subscription/acquisition by the Fund of the relevant mortgage transfer certificates (certificados de transmisión de hipoteca) (the "Mortgage Transfer Certificates" or "MTCs") as the underlying Mortgage Loans do not meet all the requirements set forth in Law 2/1981 and Chapter II of Royal Decree 716/2009.</p> <p>The maximum amount of the Outstanding Balance of the Initial Receivables pooled in the Fund on the Date of Incorporation will be equal to or slightly lower than FOURTEEN THOUSAND SEVEN HUNDRED AND FIFTEEN MILLION EUROS (€ 14,715,000,000) equivalent to the nominal value of the issue of the Class A Notes, the Class B Notes and the Class C Notes.</p> <p>The maximum amount of the Outstanding Balance of the Receivables to be pooled in the Fund will not exceed FIFTEEN THOUSAND SEVEN HUNDRED FIFTY MILLION EUROS (€ 15,750,000,000) (the "Maximum Receivables Amount").</p> <p>3.3.1. Formalization of the assignment of the Receivables</p> <p>3.3.1.1. Assignment of the Receivables.</p> <p>(i) Initial Receivables</p> <p>The assignment of the Initial Receivables by the Seller will be effective from the Date of Incorporation of the Fund. It will be implemented through the Deed of Incorporation and will be carried out as determined below.</p> <p>(ii) Additional Receivables</p> <p>Following its incorporation, the Fund, represented by the Management Company, will on each Purchase Date during the Revolving period make subsequent acquisitions of Additional Receivables to replace the decrease in the Outstanding Balance of the Receivables purchased by the Fund up to the maximum amount equal to the Principal Target Repurchase Amount on the last day of the calendar month preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria.</p> <p>For this purpose, "Principal Target Repurchase Amount" means an amount equal to the minimum of (a) the difference, on the last day of the calendar month preceding the relevant Payment Date, between: (i) the Outstanding Principal Balance of the Notes, (ii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the last day of the calendar month</p>	

	<p>preceding the relevant Payment Date, and (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the 4th place as provided in section 3.4.7.2 (ii) of the Additional Information.</p> <p><i>PCS notes that the Initial Portfolio is selected on the “Initial Cut-off Date” which is 31 October 2020 and the Initial Receivables get assigned on the Date of Incorporation which is on 1st December 2020, one month later. During the Revolving Period, there is an Additional Cut-off Date, which is the last day of the preceding month to any payment date during the Revolving Period.</i></p> <p><i>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>
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	EBA Final non-ABCP STS Guidelines

23	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>The Seller, as the owner of the Mortgage Loans will make the following representations and warranties to the Management Company, acting on behalf of the Fund, on the Date of Incorporation in the Deed of Incorporation, and shall be deemed repeated on each Purchase Date</p> <p>(pp) None of the Receivables qualifies as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 pursuant to article 20(11) of the Securitisation Regulation;</p> <p>See 2.2.2.2.3. Eligibility Criteria</p> <p>(i) Individual Eligibility Criteria</p> <p>Each Initial Receivable and Additional Receivable shall individually satisfy on their respective Purchase Date (as well as on the Date of Incorporation with regards to the Initial Receivables) with all the representations and warranties established in section 2.2.8 below and the following Replenishment Conditions (the "Individual Eligibility Criteria").</p> <p>See also Securities Note, 4.10. Indication of investor yield and calculation method, 4.10</p> <p>(c) During the Revolving Period, all Receivables comply with the Eligibility Criteria</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) Interpretation of the term 'exposures in default': given the differences in interpretation of the term 'default', the interpretation of this criterion should refer to additional guidance on this term provided in the existing delegated regulations and guidelines developed by the EBA, while taking into account the limitation of scope of that additional guidance to certain types of institutions;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>Exposures in default</p>	

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.

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.

24	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>On the Date of Incorporation, the Seller, as the owner of the Mortgage Loans, will make the following representations and warranties to the Management Company, acting on behalf of the Fund, in the Deed of Incorporation.</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(d) 99.88% of the Mortgage Loans have never been in arrears for more than thirty (30) days since December 2007. None of the Mortgage Loans have had a maximum of ninety (90) days in arrears (with the most recent arrears having not occurred in the last 36 months). To the best of the Seller's knowledge, the Borrowers have not defaulted on any other obligation under the Mortgage Loans. For these purposes, Covid-19 Moratoriums are excluded.</p> <p>(rr) for the purposes of article 20(11) of the Securitisation Regulation, none of the Borrowers or the guarantors under the Mortgage Loans is a credit-impaired Debtor, who, to the best of the Seller'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 3 (three) years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures; or</p> <p>(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; 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 the ones of comparable exposures held by the relevant Seller which have not been assigned to the Fund under the Transaction</p> <p>(II) No Receivable is a Restructured Receivable (for this purpose, Covid-19 Moratoriums are excluded).</p> <p>The note below applies to points from 24 to 30.</p> <p><i>Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.</i></p> <p><i>For PCS, the key points of the EBA guidelines on this issue are:</i></p> <p>a. First that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be "credit impaired". So that it is not necessary to reflect at what the term "credit impaired" could mean above and beyond those three items.</p> <p>b. Secondly, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a "credit impaired" debtor is the example of a failure to pay that can "reasonably be ignored" for the purposes of credit assessment.</p>	

Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.

Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.

In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisation. It is clear to PCS that the “credit impaired” prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of “sub-prime”. Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a “prime/plain vanilla” transaction with no “sub-prime” aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.

To determine whether this requirement is met, PCS has discussed this matter with the Seller and uses its knowledge of the market and market stakeholders as well as the explicit statements made in the prospectus and transaction documentation.

c. *Thirdly, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not “credit impaired”.*

EBA Final non-ABCP STS Guidelines – statements on *background and rationale*

No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

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.

40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:

(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;

(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;

EBA Final non-ABCP STS Guidelines

4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))

Exposures to a credit-impaired debtor or guarantor

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.

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:

- (a) exposures to a credit-impaired debtor, when there is no guarantor for the full securitised exposure amount;
- (b) exposures to a credit-impaired debtor who has a credit-impaired guarantor.

To the best of the originator's or original lender's knowledge

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:

- (a) debtors on origination of the exposures;
- (b) the originator in the course of its servicing of the exposures or in the course of its risk management procedures;
- (c) notifications to the originator by a third party;
- (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 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.

25	Legislative text		BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity		
	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.		
	STS criteria		
	25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.		
	Verified?		Yes
	PCS Comment		
	See criterion 24 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
EBA Final non-ABCP STS Guidelines			

26	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	
	26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	
	Verified?	Yes
	PCS Comment	
	See criterion 24 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<i>Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process</i>	
	<p>42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.</p>	

27	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	
	27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and	
	Verified?	Yes
	PCS Comment	
	<p>Not applicable, see criterion 24 above.</p> <p>See in particular:</p> <p>Prospectus, Additional Information, 2.2.8. Representations and collateral given to the issuer relating to the assets, 2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(d) 99.88% of the Mortgage Loans have never been in arrears for more than thirty (30) days since December 2007. None of the Mortgage Loans have had a maximum of ninety (90) days in arrears (with the most recent arrears having not occurred in the last 36 months). To the best of the Seller's knowledge, the Borrowers have not defaulted on any other obligation under the Mortgage Loans. For these purposes, Covid-19 Moratoriums are excluded.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

28	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	
	Verified?	Yes
	PCS Comment	
	Not applicable, see criterion 24 and 27 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

29	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	
	29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	
	Verified?	Yes
	PCS Comment	
	See 24 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>Credit registry</p> <p>43. The requirement referred to in Article 20(11)(b) of Regulation (EU) 2017/2402 should be limited to exposures to debtors or guarantors to which both of the following requirements apply at the time of origination of the underlying exposure:</p> <ul style="list-style-type: none"> (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; (b) the debtor or guarantor is on the credit registry for reasons that are relevant to the purposes of the credit risk assessment. 	

30	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.</p> <p>or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <p>(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p> <p>(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;</p> <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	
	30. (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.	
	Verified?	Yes
	PCS Comment	
	See 24 above.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(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.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	Risk of contractually agreed payments not being made being significantly higher than for comparable exposures	
	44. For the purposes of Article 20(11)(c) of Regulation (EU) 2017/2402, the exposures should not be considered to have a 'credit assessment of a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised' when the following conditions apply:	
	(a) the most relevant factors determining the expected performance of the underlying exposures are similar;	
	(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.	
	45. The requirement in the previous paragraph should be considered to have been met where either of the following applies:	
	(a) the underlying exposures do not include exposures that are classified as doubtful, impaired, non-performing or classified to the similar effect under the relevant accounting principles;	
	(b) the underlying exposures do not include exposures whose credit quality, based on credit ratings or other credit quality thresholds, significantly differs from the credit quality of comparable exposures that the originator originates in the course of its standard lending operations and credit risk strategy.	

31	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	STS criteria	
	31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>On the Date of Incorporation, the Seller, as the owner of the Mortgage Loans, will make the following representations and warranties to the Management Company, acting on behalf of the Fund, in the Deed of Incorporation:</p> <p>(s) Each Borrower has made at least one scheduled payment under the relevant Mortgage Loan agreement.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	At least one payment made (Article 20(12))	
	<p>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.</p> <p>42. To facilitate consistent interpretation of this criterion, its scope and the types of payments referred to therein should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.6 At least one payment made (Article 20(12))	
	Scope of the criterion	
	<p>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.</p>	
	At least one payment	
	<p>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.</p>	

32	Legislative text	BACK TO TABLE OF CONTENTS
	Article 20 - Requirements relating to simplicity	
	<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>	
	STS criteria	
	32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.	
	Verified?	Yes
	PCS Comment	
	<p>2.2.2. General characteristics of the Borrowers, the Receivables and the economic environment, as well as any global statistical data referred to the securitised assets</p> <p>The Borrowers of the Mortgage Loans are individuals who were resident in Spain as of the date of formalisation of each Mortgage Loan, who have been granted a particular Mortgage Loan for the acquisition of residential properties in Spain. None of the Mortgage Loans have been granted to real estate developers. All Mortgage Loans are secured with residential properties.</p> <p>100% of the Mortgage Loans are collateralised by owner-occupied properties. The Mortgage Loans (i) are backed by first-priority mortgages over the relevant properties, with the exception of those where there is a prior ranking mortgage registered with the relevant Land Registry and the mortgage loan which they secure has been economically cancelled but the relevant entry is still pending cancellation in the relevant Land Registry; and (ii) are based on monthly instalments (principal and interest) and on the French amortisation system.</p> <p>Accordingly, none of the assets in the pool display any predominant reliance on the sale of the assets as cleared up by the EBA Guidelines specific statement.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>No predominant dependence on the sale of assets (Article 20(13))</p> <p>43. Dependence of the repayment of the holders of the securitisation positions on the sale of assets securing the underlying exposures increases the liquidity risks, market risks and maturity transformation risks to which the securitisation is exposed. It also makes the credit risk of the securitisation more difficult for investors to model and assess.</p> <p>44. The objective of this criterion is to ensure that the repayment of the principal balance of exposures at the contract maturity – and therefore repayment of the holders of the securitisation positions – is not intended to be predominantly reliant on the sale of assets securing the underlying exposures, unless the value of the assets is guaranteed or fully mitigated by a repurchase obligation.</p> <p>45. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) the term ‘predominant dependence’ on the sale of assets securing the underlying exposures should be further interpreted:</p> <p>(i) when assessing whether the repayment of the holders of the securitisation positions is or is not predominantly dependent on the sale of assets, the following three aspects should be taken into account: (i) the principal balance at contract maturity of underlying exposures that depend on the sale of assets securing those underlying exposures to repay the balance; (ii) the distribution of maturities of such exposures across the life of the transaction, which aims to reduce the risk of correlated defaults due to idiosyncratic shocks; and (iii) the granularity of the pool of exposures, which aims to promote sufficient distribution in sale dates and other characteristics that may affect the sale of the underlying exposures.</p> <p>(i) no types of securitisations should be excluded ex ante from the compliance with this criterion and from the STS securitisation as long as they meet all the requirements specified in the guidance. For example, this criterion does not aim to exclude leasing transactions and interest-only residential mortgages from STS securitisation, provided they comply with the guidance provided and all other applicable STS requirements. However, it is expected that commercial real estate transactions, or securitisations where the assets are commodities (e.g. oil, grain, gold), or bonds whose maturity dates fall after the maturity date of the securitisation, would not meet these requirements, as in all these cases it is expected that the repayment is predominantly reliant on the sale of the assets, that other possible ways to repay the securitisation positions are substantially limited, and that the granularity of the portfolio is low.</p> <p>46. With respect to the exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402, it should be ensured that the entity providing the guarantee or the repurchase obligation of the assets securing the underlying exposures is not an empty-shell or defaulted entity, so that it has sufficient loss absorbency to exercise the guarantee of the repurchase of the assets.</p>	
	EBA Final non-ABCP STS Guidelines	

4.7 No Predominant dependence on the sale of assets

Predominant dependence on the sale of assets

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:

- (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;
- (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;
- (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.

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.

Exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402

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:

- (a) they are not insolvent;
- (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.

33	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	
	33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	Verified?	Yes
	PCS Comment	
	3.4.3. Risk retention requirement	
	3.4.3.1. EU Retention Requirement	
	<p>The Seller, as Originator, will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least 5 (five) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6(3)(a) of the EU Securitisation Regulation and article 5(1)(a) of the Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR by way of regulatory technical standards specifying the requirements for investors, sponsors, original lenders and originator institutions relating to exposures to transferred credit risk (the "Delegated Regulation 625/2014"), applicable until the new regulatory technical standards to be adopted by the Commission apply, pursuant to article 43(7) of the EU Securitisation Regulation. In addition, the Seller has undertaken that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation.</p> <p>The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances, in which case such change will be appropriately disclosed to Noteholders and published on the following website: www.ing.com.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Risk retention (Article 21(1))	
	47. The main objective of the risk retention criterion is to ensure an alignment between the originators'/sponsors'/original lenders' and investors' interests, and to avoid application of the originate-to-distribute model in securitisation.	
	48. The content of the criterion is deemed sufficiently clear that no further guidance in addition to that provided by the Delegated Regulation further specifying the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402 is considered necessary.	
	EBA Final non-ABCP STS Guidelines	

34	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	
	34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Risk Factors, 1.1.5 Interest Rate Risk</p> <p>The Receivables comprised in the Aggregate Portfolio include and will include interest payments calculated at interest rates and periods, which are different from the interest rates and periods applicable to the interest due in respect of the Notes. The weighted average interest rate of (i) the Notes is 0.108% (assuming an EURIBOR three-month rate of -0.527% as of 19 November 2020), and (ii) of the Initial Portfolio is 1.07%, as described in section 2.2.2.2 of the Additional Information. Furthermore, the weighted average interest rate of the Mixed Mortgage Loans in the Initial Portfolio is 1.94% and the weighted average spread of the floating rate Mortgage Loans in the Initial Portfolio is 1.03% which is paying a weighted average interest rate of 0.88% taking into account interest resets to the relevant 12-month EURIBOR Hipotecario of the underlying mortgage agreement which resets every six months on a semi-annual basis.</p> <p>There is a basis risk as (i) the Notes are indexed to a 3-month EURIBOR and (ii) Variable Mortgage Loans and Mixed Mortgage Loans (after the initial fixed rate period) are indexed to 12-month EURIBOR Hipotecario, which will be reset on a semi-annual basis to the 12-month EURIBOR Hipotecario.</p> <p>The Issuer expects to meet its floating rate payment obligations under the Notes primarily with the payments relating to the collections. However, the interest component in respect of such payments may have no correlation to the EURIBOR rate from time to time applicable in respect of the Notes.</p> <p>To protect the Fund from a situation where EURIBOR increases to such an extent that the collections are not sufficient to cover the Fund's obligations under the Notes, the Fund has entered into an interest rate swap transaction (the "Interest Rate Swap Transaction") with ING BANK Spanish Branch (the "Swap Counterparty")., For this purpose, ING BANK shall at all times be (or its credit support provider shall at all times be) an institution rated in accordance with the provisions of the Interest Rate Swap Transaction, to hedge the Notes against potential future increase of EURIBOR 3-month with regards to Mortgage Loans.</p> <p>The Interest Rate Swap Transaction will be in place to mitigate the interest rate risk that occurs due to the existence of Fixed or Mixed Mortgage Loans Interest Rate Receivables (which, as of the Initial Cut-off Date, represent 16.6917.65% of the Outstanding Balance of Mortgage Loans of the Initial Portfolio).</p> <p>[...]</p> <p>As the notional of the Interest Rate Swap Transaction will be calculated by reference to the Performing Outstanding Balance of Fixed and Mixed Mortgage Loans (while they are in their fixed period), and it does not consider the performing outstanding balance of the floating rate loans (indexed to a 12-month EURIBOR), the Interest Rate Swap Transaction may not fully mitigate the interest rate risk.</p> <p>The interest rate risk will be further mitigated by:</p> <p>(i) the existence of the Reserve Fund which is initially funded, on the Disbursement Date, with part of the proceeds of the Subordinated Loan and which takes into account the potential difference between the interest reference rates under the Mortgage Loans and the Notes and their interest rate setting dates under a number of scenarios. The Reserve Fund is not available exclusively to cover shortfalls driven by changes in interest rates, and potential investors should be aware that the existence of the Cash Flow Account does not ensure that the Issuer's income is sufficient to meet its payment obligations at all times;</p> <p>(ii) credit enhancement due to the subordination of the different Classes of Notes. The transaction benefits from a single priority of payments that combines interest and principal proceeds: the principal proceeds generated by the amortisation of the Receivables in the Mortgage Loan portfolio can be used to cover also the interest payments due on the then most senior Notes.</p>	

PCS notes that the interest rate arising from the Fixed and Mixed Mortgages is mitigated by entering into an Interest Rate Swap Transaction with ING. The basis risk arising from the 12month Euribor indexed Mortgages Loans which will be reset on a semi-annual basis to the 12-month EURIBOR Hipotecario, is mitigated by credit enhancement and the Reserve Fund and discussed in the Risk Factor Interest Rate Risk.

EBA Final non-ABCP STS Guidelines – statements on *background and rationale*

Appropriate mitigation of interest-rate and currency risks (Article 21 (2))

49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.

50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.

51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.

52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:

- (a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;
- (b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;
- (c) clarification of the term 'common standards in international finance'.

EBA Final non-ABCP STS Guidelines

5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))

Appropriate mitigation of interest-rate and currency risks

51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.

52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:

- (a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;
- (b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;
- (c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.

53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.

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.

35	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment	
	There is no currency risk given that both the Receivables and the Notes are denominated in the same currency (€).	
	There is no currency risk as the assets and liabilities are denominated in Euros.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.	
	50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.	
	51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.	
	52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:	
	(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;	
	(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;	
	(c) clarification of the term 'common standards in international finance'.	
	EBA Final non-ABCP STS Guidelines	
	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	Appropriate mitigation of interest-rate and currency risks	
	51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.	
	52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:	
	(a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;	
	(b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;	
	(c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.	
	53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.	
	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.	

36	Legislative text		BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation		
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.		
	STS criteria		
	36. Any measures taken to that effect shall be disclosed.		
	Verified?		Yes
	PCS Comment		
	See criterion 34, above.		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	Appropriate mitigation of interest-rate and currency risks (Article 21 (2))		
	49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.		
	50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.		
51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.			
52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:			
(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;			
(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;			
(c) clarification of the term 'common standards in international finance'.			
EBA Final non-ABCP STS Guidelines			
5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))			
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.			

37	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives. Those derivatives shall be underwritten and documented according to common standards in international finance.</p>	
	STS criteria	
	<p>37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...</p>	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information, 3.4.2.1.2 Interest Rate Swap Transaction</p> <p>According to article 21 (2) of the EU Securitisation Regulation, the Fund will only enter into an Interest Rate Swap Transaction to mitigate the interest rate risk that occurs due to the existence of Fixed or Mixed Mortgage Loans Interest Rate Receivables and the Notes. The main terms and conditions of the Interest Rate Swap Transaction are described in section 3.4.8.1 of this Additional Information.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>Derivatives</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>	

38	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives. Those derivatives shall be underwritten and documented according to common standards in international finance.</p>	
	STS criteria	
	38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	
	Verified?	Yes
	PCS Comment	
	<p>2.2.8. Representations and collateral given to the issuer relating to the assets</p> <p>On the Date of Incorporation, the Seller, as the owner of the Mortgage Loans, will make the following representations and warranties to the Management Company, acting on behalf of the Fund, in the Deed of Incorporation:</p> <p>2.2.8.2. In relation to the Mortgage Loans and the Receivables assigned to the Fund:</p> <p>(qq) None of the Receivables is a derivative, pursuant to article 21(2) of the Securitisation Regulation</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>Derivatives</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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives. Those derivatives shall all be underwritten and documented according to common standards in international finance.</p>	
	STS criteria	
	<p>39. Those derivatives shall be underwritten and documented according to common standards in international finance.</p>	
	Verified?	Yes
	PCS Comment	
	<p>3.4.8.1.1 General</p> <p>On the Date of Incorporation, the Management Company, on behalf of the Fund, shall enter into the Interest Rate Swap Transaction with the Swap Counterparty. The purpose of the Interest Rate Swap Transaction is to hedge the interest rate exposure of the Fund in relation to its floating rate obligations under the Notes. The Interest Rate Swap Transaction is documented as a confirmation under the Interest Rate Swap Documentation. The 2006 ISDA Definitions apply to the Interest Rate Swap Transaction. References made in this section to terms not otherwise defined in this Prospectus will have the meaning attributed to them in the Interest Rate Swap Transaction.</p> <p>PCS notes that market standard ISDA Definitions apply and that for the Interest Rate Swap Transaction no floor is applied if EURIBOR 3M is below zero.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21 (2))</p> <p>Common standards in international finance</p> <p>56. For the purposes of Article 21(2) of Regulation (EU) 2017/2402, common standards in international finance should include ISDA or similar established national documentation standards.</p>	

40	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.	
	STS criteria	
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	
	Verified?	Yes
	PCS Comment	
	<p><u>For Assets:</u></p> <p>see Prospectus, section 2.2.2.2.3. Eligibility Criteria</p> <p>(ii) <u>Global Eligibility Criteria</u></p> <p>(f) the minimum weighted average interest rate on the Fixed and Mixed Mortgage Loans is at least 1.70% of the Aggregate Portfolio;</p> <p>See table in 2.2.2.1.1 showing the distribution of fixed, variable and mixed rate loans.</p> <p>(a) Mixed Mortgage Loans in the Initial Portfolio:</p> <p>17.65% of the Outstanding Balance of the Receivables in the Initial Portfolio are Mixed Mortgage Loans, that have an initial fixed-rate period of up to ten (10) year and then switch to a variable interest rate.</p> <p>(b) Variable Mortgage Loans in the Initial Portfolio:</p> <p>82.35% of the Outstanding Balance of the Receivables in the Initial Portfolio are Variable Mortgage Loans. The variable interest rate will be reset on a semi-annual basis to the 12-month EURIBOR Hipotecario.</p> <p>See Prospectus, Additional Information, 2.2.2.1 Initial Receivables, 2.2.2.1.1. Distribution of the Mortgage Loans in the Initial Portfolio according to type of security, options and type of product (ii) Distribution of the Mortgage Loans in the Initial Portfolio according to the interest type;</p> <p>The Initial Portfolio is comprised of mixed and variable interest rate Mortgage Loans. The Variable Mortgage Loans and Mixed Mortgage Loans (after the initial fixed rate period) are revised every six (6) months based on one-year EURIBOR Hipotecario.</p> <p><u>For Liabilities:</u></p> <p>see Prospectus, Cover Page - Euribor 3M +spreads ranging between 0.25% to 0.75% for the Classes A1 to A6, respectively. Classes B and C are not rated.</p> <p>3.4.4.1. Subordinated Loan Agreement</p> <p>3.4.4.1.4. Interest</p> <p>(i) the 3-month EURIBOR reference rate or, in the absence thereof, its substitute (described in section 4.8 e) of the Securities Note); plus</p> <p>(ii) a margin of +0.10% per annum.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Referenced interest payments (Article 21 (3))	

<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>
<p>EBA Final non-ABCP STS Guidelines</p>
<p>5.2 Referenced interest payments (Article 21 (3))</p> <p><i>Referenced rates</i></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><i>Complex formulae or derivatives</i></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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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>	
	STS criteria	
	<p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	
	Verified?	Yes
	PCS Comment	
	<p>3.4.7. Source and application of Funds</p> <p>3.4.7.4. Liquidation Priority of Payments</p> <p>3.4.7.4.1. Source</p> <p>The Management Company will liquidate the Fund on the Legal Maturity Date or on the Early Liquidation date according to sections 3.4.3 and 3.4.4 of the Registration Document, by applying the following available funds (the “Available Funds for Liquidation”):</p> <p>(a) any Available Funds, and</p> <p>(b) amounts obtained by the Fund from time to time upon disposing of the MTCs and the remaining assets.</p> <p>3.4.7.4.2. Application</p> <p>See also Prospectus, Registration Document, 4.4.3 Early Liquidation of the Fund</p> <p>In order for the Management Company to carry out any Early Liquidation of the Fund and therefore the Early Redemption of the Notes in those cases described in paragraphs (a) and (b) above, the Management Company shall sell the Receivables and any remaining assets of the Fund in accordance with the provisions below</p> <p>PCS notes that there is no cash trapping.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</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>
<p>EBA Final non-ABCP STS Guidelines</p>
<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p><i>Exceptional circumstances</i></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><i>Amount trapped in the SSPE in the best interests of investors</i></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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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>	
	STS criteria	
	42. Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;	
	Verified?	yes
	PCS Comment	
	<p>3.4.7.4. Liquidation Priority of Payments</p> <p>3.4.7.4.1 Source and application of Funds</p> <p>The Management Company will liquidate the Fund when its liquidation takes place on the Legal Maturity Date or at any time at which the Early Liquidation takes place according to sections 4.4.3 and 4.4.4 of the Registration Document, by applying the following available funds (the “Available Funds for Liquidation”):</p> <p>(a) Available Funds, and</p> <p>(b) amounts obtained by the Fund from time to time upon disposing of the MTCs and the remaining assets.</p> <p>3.4.7.4.2. Application</p> <p>In the following order of payment priority (the “Liquidation Priority of Payments”):</p> <p>3. Payment of, pari passu and pro rata, (a) all amounts of interest due and payable on the Series A1 Notes; and (b) all amounts of interest due and payable on the Series A2 Notes; and (c) all amounts of interest due and payable on the Series A3 Notes; and (d) all amounts of interest due and payable on the Series A4 Notes; and (e) all amounts of interest due and payable on the Series A5 Notes; and (f) all amounts of interest due and payable on the Series A6 Notes.</p> <p>4. Payment of, until the Class A Notes have been redeemed in full, in or towards redemption of, pari passu and pro rata, according to the respective amounts thereof, (a) the Outstanding Principal Balance of the Series A1 Notes, and (b) the Outstanding Principal Balance of the Series A2 Notes, (c) the Outstanding Principal Balance of the Series A3 Notes, and (d) the Outstanding Principal Balance of the Series A4 Notes, (e) the Outstanding Principal Balance of the Series A5 Notes, and (f) the Outstanding Principal Balance of the Series A6 Notes.</p> <p>5. Payment of, pari passu and pro rata, all amounts of interest due and payable on the Class B Notes.</p> <p>6. Payment of, pari passu and pro rata, all amounts of principal due or overdue in respect of the Class B Notes.</p> <p>PCS notes that upon liquidation, the classes A, B and C are subordinated to each other and are repaid sequentially, though within the Class A, the Classes A1 to A6 are repaid on a pro rata basis.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</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>
EBA Final non-ABCP STS Guidelines
<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p><i>Repayment</i></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>

43	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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>	
	STS criteria	
	43. Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	
	Verified?	Yes
	PCS Comment	
	<p>3.4.7. Source and application of Funds</p> <p>See 3.4.7.2.2. Application</p> <p>regarding the pre-enforcement priority of payments.</p> <p>For a description of the post-enforcement priority of payments, see</p> <p>3.4.7.4. Liquidation Priority of Payments</p> <p>3.4.7.4.2. Application</p> <p>In the following order of payment priority (the "Liquidation Priority of Payments"):</p> <p><i>There is no reversal of repayment with regard to seniority. Within the class A notes, the repayment of the Series A1 to A6 notes is sequential in a pre-enforcement scenario, after the revolving period.</i></p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

44	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p>(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p> <p>(d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>	
	STS criteria	
	44. No provisions shall require automatic liquidation of the underlying exposures at market value.	
	Verified?	Yes
	PCS Comment	
	<p>See Registration Document, 4.4.3</p> <p>4.4.3. Early Liquidation of the Fund</p> <p>The Management Company is authorised to carry out the early liquidation of the Fund (the “Early Liquidation”) and hence the early redemption of the Notes (the “Early Redemption”) at any time in the following instances:</p> <p>(a) Voluntarily, if at the option of the Management Company, if the aggregate Outstanding Balance of the Receivables less non-principal collections applied to reduce outstanding principal balance, falls below 10% of the aggregate Outstanding Balance of the Receivables on the Date of Incorporation, provided that the sale of the Receivables pending repayment, together with the balance then existing in the Cash Flow Account, allows for a total repayment of any outstanding amounts under the Rated Notes following the Liquidation Priority of Payments described in section 3.4.7.4 of the Additional Information (the “Clean-up Call”).</p> <p>(b) Mandatorily, if:</p> <p>(i) as stated in Article 33 of the Law 5/2015, four (4) months have elapsed since the occurrence of an event giving rise to the mandatory replacement of the Management Company due to a declaration of insolvency thereof;</p> <p>(ii) in the event of revocation of the authorization thereof if, without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information;</p> <p>(iii) On the Payment Date preceding at least six (6) months in advance of the Legal Maturity Date of the Fund, or if such date is not a Business Day, the Business Day immediately thereafter;</p> <p>(iv) If the Meeting of Creditors approves the Early Liquidation of the Fund with the relevant majority;</p> <p>(v) If all the Noteholders and the counterparties to the Transaction Documents notify the Management Company of their interest in the full redemption of the Notes;</p> <p>(vi) When it is or will become unlawful for the Fund to perform or comply with any of its obligations under or in respect of the Notes.</p> <p>In order for the Management Company to carry out any Early Liquidation of the Fund and therefore the Early Redemption of the Notes in those cases described in paragraphs (a) and (b) above, the Management Company shall sell the Receivables and any remaining assets of the Fund in accordance with the provisions below.</p>	

<p>In this regard, the Seller shall have a pre-emptive right to acquire such Receivables at a price equal to, the Outstanding Balance of non-defaulted Receivables and accrued interests (for these purposes the Defaulted Receivables will be given a zero value). Therefore, the Seller will have priority over third parties to acquire the Receivables. In order to exercise its pre-emptive right, the Management Company shall notify the Seller the relevant terms of the sale of the Receivables (price, form of payment, etc.).</p> <p>Upon receiving such notification, the Seller will have a period of ten (10) Business Days to communicate to the Management Company its decision to repurchase or not the Receivables at the price mentioned above. In addition, the transfer of the Receivables to the Seller must be completed within fifteen (15) Business Days from such the date on which the Seller communicates its decision to repurchase the Receivables.</p> <p>In case that the Seller decides not to exercise its pre-emptive right, the Management Company shall request legally binding bids from at least three (3) third-party entities at its sole discretion among those active in the purchase and sale of similar assets. In order to assess the value of the Receivables, the Management Company shall be entitled to obtain any appraisal report it deems necessary from third-party entities.</p> <p>The Management Company shall accept the highest binding bid received from the third-party entities, which will determine the value of the Receivables. The Seller shall be entitled to match the highest bid made by the third party and repurchase the Receivables even if it has not initially exercised its pre-emptive right.</p> <p>In relation to any other remaining assets of the Fund, the Management Company will request the Seller to sell them for a price equal or higher than the market price. In this regard, the Management Company may obtain the valuation reports it deems necessary from one or several entities specialized in the valuation or marketing of similar assets to those whose sale is sought. The Seller will sell the relevant assets based on the procedure that allows to obtain the higher price.</p> <p>The above procedure does not entitle the automatic liquidation of the underlying receivables for the purposes of Article 21.4 of the EU Securitisation Regulation. Notice of the liquidation of the Fund will be provided to the CNMV by publishing the appropriate privileged information (información privilegiada) or other material event (información relevante), as applicable, and to the Noteholders in the manner established in section 4 of the Additional Information, at least thirty (30) Business Days in advance of the date on which the Early Redemption is to take place.</p> <p><i>PCS notes that there is no automatic liquidation of the underlying exposures at market value.</i></p>
<p>EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i></p>
<p>EBA Final non-ABCP STS Guidelines</p>
<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p><i>Liquidation of the underlying exposures at market value</i></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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>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.</p>	
	STS criteria	
	<p>45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.</p>	
	Verified?	Yes
	PCS Comment	
	<p><i>This transaction always pays sequentially between the Classes A, B and C, i.e. sequentially pre- and post-liquidation.</i></p> <p><i>This criterion does not apply if there is a reversal within one class of notes, as is the case here within the Class A notes. Classes A1 to Classes A6 get repaid sequentially pre liquidation and pro rata at liquidation.</i></p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Non-sequential priority of payments (Article 21(5))</p> <p>59. The objective of this criterion is to ensure that non-sequential (pro rata) amortisation should be used only in conjunction with clearly specified contractual triggers that determine the switch of the amortisation scheme to a sequential priority, safeguarding the transaction from the possibility that credit enhancement is too quickly amortised as the credit quality of the transaction deteriorates, thereby exposing senior investors to a decreasing amount of credit enhancement.</p> <p>60. To facilitate consistent interpretation of this criterion, a non-exhaustive list of examples of performance-related triggers that may be included is provided in the guidance.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.4 Non-sequential priority of payments (Article 21(5))</p> <p>Performance-related triggers</p> <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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	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:	
	STS criteria	
	46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:	
	Verified?	Yes
	PCS Comment	
	<p><i>This transaction has a three-year revolving period. The Initial Receivables pooled in the Fund on the Date of Incorporation will be lower than the Maximum Receivables Amount, so that the exposure outstanding will increase over the first 12 months of the 3-year revolving period.</i></p> <p>See Prospectus, SECURITIES NOTE, section 4, INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING, 4.1</p> <p>Notwithstanding the above, pursuant to article 5 a) of the Prospectus Regulation, the Issuer will be entitled to issue securities fungible with securities already admitted to trading on the same regulated market, provided that they represent, over a period of 12 months, less than 20% of the number of securities already admitted to trading on the same regulated market.</p> <p>In particular, the Issuer will be entitled to increase the Outstanding Principal Balance of any Class or Series of Notes during the 12 months following the Date of Incorporation by no more than 20% of the initial balance of each Class or Series of Notes, as the case may be, as of the Date of Incorporation in order to fund the acquisition of Additional Receivables on a Purchase Date. Such increase among Classes and Series will be made pro-rata in order to maintain the initial proportion among Classes and Series of Notes as of the Date of Incorporation (or in case of rounding differences, to the benefit of Class B Notes and Class C Notes), and will take place on any Payment Date during the 12 months following the Date of Incorporation. The Outstanding Principal Balance of the Notes issued by the Fund shall at no time exceed FIFTEEN THOUSAND SEVEN HUNDRED AND FIFTY MILLION EUROS (€15,750,000,000).</p> <p>See Prospectus, SECURITIES NOTE. 4.9.3. Redemption of the Notes (i)</p> <p>The "Revolving Period" shall start on the Date of Incorporation (excluded) and shall terminate on the earlier of: (i) the Payment Date falling on 28 December 2023 (included), and (ii) the date on which a Revolving Period Early Termination Event has occurred (the "Revolving Period End Date").</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21 (6))	
	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.	
	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.	
	EBA Final non-ABCP STS Guidelines	
	5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21 (6))	
	<i>Insolvency-related event with regard to the servicer</i>	
	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.	

47	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>	
	STS criteria	
	<p>47. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>	
	Verified?	Yes
	PCS Comment	
	<p>On any Determination Date during the Revolving Period, the occurrence of any of the following events shall, inter alia, constitute a "Revolving Period Early Termination Event":</p> <p>(a) on the Determination Date immediately preceding any Payment Date, the aggregate Outstanding Balance of the Delinquent Receivables at the end of the preceding month is higher than 2.5% of the Outstanding Principal Balance of the Notes; or</p> <p>(b) the Reserve Fund is not funded up to the Reserve Fund Required Amount after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or</p> <p>(d) the aggregate Outstanding Balance of Defaulted Receivables (since the Date of Incorporation) in respect of the Mortgage Loans exceed 0.75 per cent. of the Aggregate Portfolio on the Date of Incorporation; or</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	

48	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>	
	STS criteria	
	<p>48. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>	
	Verified?	Yes
	PCS Comment	
	<p>On any Determination Date during the Revolving Period, the occurrence of any of the following events shall, inter alia, constitute a "Revolving Period Early Termination Event":</p> <p>(c) the Seller is replaced as Servicer of the Receivables, or is declared insolvent, or it fails to comply with any of its obligations established by the Deed of Incorporation, this Prospectus or any transaction document to which it is a party; or</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))	
	<p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p>	
	<p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))	
	<i>Insolvency-related event with regard to the servicer</i>	
	<p>67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following:</p>	
	<p>(a) it should enable the replacement of the servicer in order to ensure continuation of the servicing;</p>	
	<p>(b) it should trigger the termination of the revolving period.</p>	

49	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); 	
	STS criteria	
	<p>49. 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"> (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); 	
	Verified?	Yes
	PCS Comment	
	<p>(e) The Outstanding Balance of the Receivables at the end of the preceding month falls below EUR 13,500,000,000 (i.e. excluding the movements during the period between the Date of Incorporation and the First Payment Date);</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	

50	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period). 	
	STS criteria	
	<p>50. 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"> (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period). 	
	Verified?	Yes
	PCS Comment	
	<ul style="list-style-type: none"> (e) The Outstanding Balance of the Receivables at the end of the preceding month falls below EUR 13,500,000,000 (i.e. excluding the movements during the period between the Date of Incorporation and the First Payment Date); (f) the Seller is not able to sell Additional Receivables. 	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))</p> <p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	

51	Legislative text		BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation		
	21.7. The transaction documentation shall clearly specify:		
	(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;		
	STS criteria		
	51. The transaction documentation shall clearly specify:		
	(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;		
	Verified?	Yes	
	PCS Comment		
	<p><i>The information is included in the section “Additional Information to be Included in Relation to Asset-Backed Securities”</i></p> <p>Servicer - 3.7.1. Servicer</p> <p>Management Company - 3.7.2. Management Company</p> <p>Paying Agent - 3.4.8.1. Paying Agent Agreement</p>		

EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
Transaction Documentation (Article 21 (7))		
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.		
EBA Final non-ABCP STS Guidelines		

52	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<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>	
	STS criteria	
	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	
	Verified?	Yes
	PCS Comment	
	<p>3.7. Management, administration and representation of the Fund and of the Noteholders</p> <p>3.7.1. Servicer</p> <p>3.7.1.1. Term and replacement of the Servicer</p> <p>PCS notes that there is a Back-Up Servicer Facilitator in place.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Transaction Documentation (Article 21 (7))</p> <p>63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.</p> <p>64. This criterion is considered sufficiently clear and no further guidance is considered necessary.</p>	
	EBA Final non-ABCP STS Guidelines	

53	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	<p>21.7. The transaction documentation shall clearly specify:</p> <ul style="list-style-type: none"> (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers; (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable. 	
	STS criteria	
	53. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	
	Verified?	Yes
	PCS Comment	
	<p>See 1.1.5 Interest Rate Risk</p> <p>In the event of early termination of the Interest Rate Swap Transaction, including any termination upon failure by the Swap Counterparty to perform its obligations, the Fund will use its best endeavours but cannot guarantee to find a replacement Swap Counterparty. However, there is no assurance that the Fund will be able to meet its payment obligations under the Notes in full or even in part.</p> <p>3.4.8.1.4. Events of default and termination events</p> <p>The following Events of Default apply under the Interest Rate Swap Transaction for the Swap Counterparty: "Failure to Pay or Deliver" (if there is a failure to pay amounts due under the Interest Rate Swap Transaction and any applicable grace period has expired),"Breach of Agreement"(if there is a breach of a provision of the Interest Rate Swap Transaction by the Swap Counterparty which is not remedied within the applicable grace period),"Credit Support Default" (if there is a breach by the Swap Counterparty of its obligations under the Credit Support Annex), "Misrepresentation", "Default under Specified Transaction", "Bankruptcy" (certain insolvency scenarios affecting the Swap Counterparty) and "Merger Without Assumption" (certain situations arising from corporate actions at the Swap Counterparty level). Only the Failure to Pay or Deliver Event of Default will apply to the Fund under the Interest Rate Swap Transaction.</p> <p>3.4.8.1.5. Rating Downgrade provisions</p> <p>3.4.8.1.9. Transfer by the Swap Counterparty</p> <p>The Swap Counterparty may transfer its obligations under the Interest Rate Swap Transaction to a third party which is an Eligible Swap Counterparty, subject to the conditions set forth in the Interest Rate Swap Transaction.</p> <p>The Issuer will use its best endeavours to find a replacement swap provider upon early termination of the existing Swap agreement.</p> <p>See also ISDA schedule, part 6, early termination3.4.8.2. Paying Agent Agreement</p> <p>3.4.8.2.3. Obligations in the case of credit rating downgrade</p> <p>3.4.5. Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for the said investment</p> <p>3.4.5.1. Fund Accounts</p>	

	3.4.5.4. Rating Agencies criteria
	3.4.5.4.2. Actions required
	3.7.2. Management Company
	3.7.2.3.2. Forced replacement
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>
	Transaction Documentation (Article 21 (7)) 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.
	EBA Final non-ABCP STS Guidelines

54	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	STS criteria	
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information, 3.5 Name, address and significant business activities of the Seller</p> <p>The seller of the Receivables is ING BANK N.V., SUCURSAL EN ESPAÑA:</p> <p>(a) registered office at Calle Vía de los Poblados 1F, 28033, Madrid.</p> <p>(b) as a branch of ING BANK, its main activity consists of providing banking and investment services to clients based in Spain, in accordance with the provisions of law.</p> <p>(c) it has the relevant expertise as an entity in the origination of mortgage loans for over 17 years and as servicer of mortgage receivables securitisation for over 17 years.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Expertise of the Servicer (Article 21 (8))</p> <p>65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.</p> <p>66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) criteria for determining the expertise of the servicer;</p> <p>(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.</p> <p>67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.8 Expertise of the servicer (Article 21 (8))</p> <p>Criteria for determining the expertise of the servicer</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>	

(iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to the servicing of similar exposures to those securitised.

69. A servicer should be deemed to have the required expertise where either of the following applies:

(a) the business of the entity, or of the consolidated group, to which the entity belongs, for accounting or prudential purposes, has included the servicing of exposures of a similar nature to those securitised, for at least five years;

(b) where the requirement referred to in point (a) is not met, the servicer should be deemed to have the required expertise where they comply with both of the following:

(i) at least two of the members of its management body have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at personal level, of at least five years;

(ii) senior staff, other than members of the management body, who are responsible for managing the entity's servicing of exposures of a similar nature to those securitised, have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at a personal level, of at least five years;

(iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a).

70. For the purpose of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.

Exposures of similar nature

71. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, interpretation of the term 'exposures of similar nature' should follow the interpretation provided in paragraph 23 above.

55	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	STS criteria	
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	Verified?	Yes
	PCS Comment	
	See Additional Information, 3.7	
	3.7. Management, administration and representation of the Fund and of the Noteholders	
	The EBA Guidelines specify that a servicer should be considered to meet this criterion if it is a prudentially regulated financial institution.	
	This requirement is met by the Servicer. PCS also attended a Due Diligence presentation.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Expertise of the Servicer (Article 21 (8))	
	65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.	
	66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:	
	(a) criteria for determining the expertise of the servicer;	
	(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.	
	67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.	
	EBA Final non-ABCP STS Guidelines	
	Expertise of the Servicer (Article 21 (8))	
	Well-documented and adequate policies, procedures and risk management controls	
	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:	
	(a) The servicer is an entity that is subject to prudential and capital regulation and supervision in the Union and such regulatory authorisations or permissions are deemed relevant to the servicing;	
	(b) The servicer is an entity that is not subject to prudential and capital regulation and supervision in the Union, and a proof of existence of well-documented and adequate policies and risk management controls is provided that also includes a proof of adherence to good market practices and reporting capabilities. The proof should be substantiated by an appropriate third-party review, such as by a credit rating agency or external auditor.	

56	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	
	56. The transaction documentation shall set out in clear and consistent terms definitions	
	Verified?	Yes
	PCS Comment	
	See Prospectus, Additional Information, 2.2.7.1. Origination Policy	
	For the purpose of compliance with article 21(9) of the EU Securitisation Regulation, the Seller's administration manual sets 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.	
	See also Additional Information, 3.4.6. How payments are collected in respect of the Receivables	
	The sections 2.2.7.1 and 3.4.6 of Additional Information in the prospectus describe the Servicing Standards and Policies that apply to the Servicer.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
	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.	
	69. To facilitate consistent interpretation of this criterion, the terms 'in clear and consistent terms' and 'clearly specify' should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	5.7 Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
	<i>Clear and consistent terms</i>	
	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.	

57	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	
	57. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	Verified?	Yes
	PCS Comment	
	See Additional Information, 2.2.7.1 and 3.4.6.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
	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.	
	69. To facilitate consistent interpretation of this criterion, the terms ‘in clear and consistent terms’ and ‘clearly specify’ should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	5.7 Remedies and actions related to delinquency and default of debtor (Article 21 (9))	
	<i>Clear and consistent terms</i>	
	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.	

58	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.9...The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	58. The transaction documentation shall clearly specify the priorities of payment,	
	Verified?	Yes
	PCS Comment	
	Securities Note for Wholesale, 4.9.3 Redemption of the notes See Additional Information, 3.4.7.2. Source and application of the funds from the first Payment Date inclusive, until the last Payment or the liquidation of the Fund, exclusive PCS notes that the priorities of payment are clearly documented.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

59	Legislative text		BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation		
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.		
	STS criteria		
	59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.		
	Verified?		Yes
	PCS Comment		
	See definition of “Revolving Period Early Termination Event” See 4.4.3 Early Liquidation of the Fund		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

60	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	60. The transaction documentation shall clearly specify the obligation to report such events.	
	Verified?	Yes
	PCS Comment	
	<p>See 4.1.4.2 Reporting Entity</p> <p>(c) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and</p> <p>See also, Additional information, 4.1.3.</p> <p>4.1.3. Other ordinary and extraordinary disclosure obligations and material disclosure requirements</p> <p>(ii) <i>Extraordinary notification</i></p> <p>The following will be subject to extraordinary notification:</p> <p>(1) any amendment to the Deed of Incorporation; and</p> <p>(2) any significant event that may occur in relation to the Mortgage Loans, the Notes, the Fund and the Management Company itself that could significantly influence the trading of the Notes and, generally, any significant modification of the assets or liabilities of the Fund and in the event of termination of the incorporation of the Fund or a possible decision for early liquidation of the Fund and Early Redemption of the Notes for any of the reasons envisaged in the present Prospectus. In this case, the affidavit of termination of the Fund and liquidation procedure followed as referred to in section 4.4 of the Registration Document will be sent to the CNMV and the Rating Agencies.</p> <p>(iii) <i>Noteholder notification procedure</i></p> <p>The notifications that the Management Company has to make to the Noteholders in accordance with the above regarding the Fund will be made as follows:</p> <p>(1) Ordinary notification:</p> <p>Ordinary notification will be made through publication of an announcement either in the AIAF daily bulletin or any other bulletin substituting it or with similar characteristics or through publication of an announcement in a widely circulated newspaper in Spain of a general or economic and financial nature. In addition, the Management Company can distribute this or other information in the interest of the Noteholders through financial market distribution channels and systems such as Reuters, Bridge Telerate, Bloomberg or any other with similar characteristics.</p> <p>(2) Extraordinary notifications:</p> <p>Extraordinary notification will be made: (i) by means of their publication as a Relevant Fact (Información Relevante) at the CNMV; and (ii) through publication of an announcement either in the AIAF daily bulletin, or in such other bulletin as may replace it or with similar characteristics, or through publication of an announcement in a widely circulated newspaper in Spain of either a general or business and financial nature.</p> <p>The abovementioned notifications will be deemed effective on the date of their publication, which may fall on any day of the year, whether a Business Day or not.</p> <p>Any downgrades in the credit ratings of the Notes, as well as the measures to be taken in the case of activations of the triggers due to a downgrade in the credit rating of any counterparty to the Transaction Documents or any other cause, will be notified to the CNMV by sending the corresponding Relevant Fact (Información Relevante).</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

61	Legislative text		BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation		
	The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.		
	STS criteria		
	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.		
	Verified?		Yes
	PCS Comment		
	See 4.1.4.2 Reporting Entity (c) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and See also item 60, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

62	Legislative text	BACK TO TABLE OF CONTENTS
Article 21 - Requirements relating to standardisation		
21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.		
STS criteria		
62. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders		
Verified?		Yes –
PCS Comment		
See Prospectus, INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING, 4.11. Representation of the security holders Pursuant to Article 26 of the Law 5/2015, the Management Company will act with utmost diligence and transparency in defence of the best interests of the Noteholders and the other creditors of the Fund. Additionally, the Meeting of Creditors will be established upon and by virtue of the Deed of Incorporation and will remain in force and in effect until repayment of the Notes in full or cancellation of the Fund. The provisions relating to the Meeting of Creditors are contained in the Rules.		
(a) the method for calling meetings; as for method:		Article 4, Meetings convened by Noteholders and Other Creditors Article 5, Convening of Meeting
(b) the maximum timeframe for setting up a meeting:		Article 6, Notice
(c) the required quorum:		Article 7, Quorums at Initial Meeting and Adjourned Meetings
(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision:		Article 8, Required Majority Article 9, Written Resolution
(e) where applicable, a location for the meetings which should be in the EU:		Article 13, Domicile
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. PCS has reviewed the underlying documents to ascertain that all the five requirements above are indeed present.		
EBA Final non-ABCP STS Guidelines – statements on background and rationale		
Resolution of conflicts between different classes of investors		
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. 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.		
EBA Final non-ABCP STS Guidelines		
5.8 Resolution of conflicts between different classes of investors (Article 20 (10))		
Clear provisions facilitating the timely resolution of conflicts between different classes of investors		

<p>73. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, provisions of the transaction documentation that 'facilitate the timely resolution of conflicts between different classes of investors', should include provisions with respect to all of the following:</p> <ul style="list-style-type: none">(a) the method for calling meetings or arranging conference calls;(b) the maximum timeframe for setting up a meeting or conference call;(c) the required quorum;(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision;(e) where applicable, a location for the meetings which should be in the Union. <p>74. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, where mandatory statutory provisions exist in the applicable jurisdiction that set out how conflicts between investors have to be resolved, the transaction documentation may refer to these provisions.</p>

63	Legislative text	BACK TO TABLE OF CONTENTS
	Article 21 - Requirements relating to standardisation	
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	
	63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING, 4.11. Representation of the security holders</p> <p>Pursuant to Article 26 of the Law 5/2015, the Management Company will act with utmost diligence and transparency in defence of the best interests of the Noteholders and the other creditors of the Fund.</p> <p>See also 3.7 Management, administration and representation of the Fund and of the Noteholders</p> <p>3.7.2 Management, administration and representation of the Fund and of the Noteholders</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Resolution of conflicts between different classes of investors (Article 20 (10))	
	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.	
	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.	
	EBA Final non-ABCP STS Guidelines	

64	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	
	64. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information, 4. ISSUANCE REPORTING</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation</p> <p>Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Originator (or any agent on its behalf) will make available (or has made available in this Prospectus, and/or in www.ing.com and/or https://eurodw.eu/) to potential investors, before pricing, the following information:</p> <p>(a) delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, for a period no shorter than 5 years;</p> <p><i>The historical data has been provided to PCS and matches the requirements of regulation.</i></p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Data on historical default and loss performance (Article 22(1))</p> <p>72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis.</p> <p>73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) its application to external data;</p> <p>(b) the term ‘substantially similar exposures’.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>6.1 Data on historical default and loss performance (Article 22(1))</p> <p>Data</p> <p>75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.</p> <p>Substantially similar exposures</p> <p>76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term ‘substantially similar exposures’ should be understood as referring to exposures for which both of the following conditions are met:</p> <p>(a) the most relevant factors determining the expected performance of the underlying exposures are similar;</p> <p>(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.</p> <p>77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.</p>	

65	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	
	65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
	Verified?	Yes
	PCS Comment	
	See criterion 64, above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Data on historical default and loss performance (Article 22(1))</p> <p>72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis.</p> <p>73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) its application to external data;</p> <p>(b) the term ‘substantially similar exposures’.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>6.1 Data on historical default and loss performance (Article 22(1))</p> <p>Data</p> <p>75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.</p> <p>Substantially similar exposures</p> <p>76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term ‘substantially similar exposures’ should be understood as referring to exposures for which both of the following conditions are met:</p> <p>(a) the most relevant factors determining the expected performance of the underlying exposures are similar;</p> <p>(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.</p> <p>77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.</p>	

66	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<p>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.</p>	
	STS criteria	
	<p>66. Those data shall cover a period no shorter than five years.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See criterion 64, above.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<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>	
	EBA Final non-ABCP STS Guidelines	
	6.1 Data on historical default and loss performance (Article 22(1))	
	Data	
	<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>	
	Substantially similar exposures	
	<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	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.	
	STS criteria	
	67. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	
	Verified?	Yes
	PCS Comment	
	<p>See Prospectus, Additional Information ,4. ISSUANCE REPORTING</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation</p> <p>Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Reporting Entity (or any agent on its behalf) will make available (or has made available in this Prospectus) to potential investors, before pricing, the following information</p> <p>(e) the Special Securitisation Report on the Initial Portfolio issued by KPMG.</p> <p>"Special Securitisation Report on the Initial Portfolio" ("Informe de Especial de Titulización sobre la Cartera Inicial") means the report issued by KPMG for the purposes of article 22 of the EU Securitisation Regulation on certain features and attributes of a sample of the 137,493 selected loans, including verification of (i) the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information.</p> <p>See SECURITIES NOTE, 7. Additional Information, 7.1</p> <p>7.1. Statement of the capacity in which the advisors have acted</p> <p>KPMG has issued a Special Securitisation Report on the Initial Portfolio for the purposes of complying with the provisions of article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set forth in section 2.2.2. of the Additional Information. In addition, KPMG has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information, and the CPR tables included in section 4.10 of this Securities Notes.</p> <p>See Prospectus, ADDITIONAL INFORMATION, 2.2.2.</p> <p>Review of the selected assets securitized thought the Fund upon being established</p> <p>KPMG has reviewed a sample of the 137,493 selected loans from which the Initial Receivables shall be taken. Additionally, KPMG has verified the data disclosed in the following stratification tables in respect of the Preliminary Initial Portfolio. The results, applying a confidence level of at least 99%, are set out in a special securitisation report prepared by KPMG for the purposes of complying with article 22.2 of the EU Securitisation Regulation. The Seller, as originator, confirms that no significant adverse findings have been detected.</p> <p>PCS has reviewed the audit provided by KPMG and it meets the requirements of the securitisation regulation. KPMG is an independent and appropriate party.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>Verification of a sample of the underlying exposures (Article 22 (2))</p> <p>74. The objective of the criterion is to provide a level of assurance that the data on and reporting of the underlying credit claims or receivables is accurate and that the underlying exposures meet the eligibility criteria, by ensuring checks on the data to be disclosed to the investors by an external entity not affected by a potential conflict of interest within the transaction.</p> <p>75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) requirements on the sample of the underlying exposures subject to external verification;</p>	

- (b) requirements on the party executing the verification;
- (c) scope of the verification;
- (d) requirement on the confirmation of the verification.

EBA Final non-ABCP STS Guidelines

6.2 Verification of a sample of the underlying exposures (Article 22 (2))

Sample of the underlying exposures subject to external verification

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.

Party executing the verification

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:

- (a) it has the experience and capability to carry out the verification;
- (b) it is none of the following:
 - (i) a credit rating agency;
 - (ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402;
 - (iii) an entity affiliated to the originator.

Scope of the verification

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:

- (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance;
- (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate.

Confirmation of the verification

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.

68	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.	
	STS criteria	
	68. Including verification that the data disclosed in respect of the underlying exposures is accurate.	
	Verified?	Yes
	PCS Comment	
	See criterion 67, above.	
	PCS notes that the audit report includes the verification of the tables in the prospectus.	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	Verification of a sample of the underlying exposures (Article 22 (2))	
	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.	
	75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:	
	(a) requirements on the sample of the underlying exposures subject to external verification;	
	(b) requirements on the party executing the verification;	
	(c) scope of the verification;	
	(d) requirement on the confirmation of the verification.	
	EBA Final non-ABCP STS Guidelines	
	6.2 Verification of a sample of the underlying exposures (Article 22 (2))	
	Sample of the underlying exposures subject to external verification	
	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.	
	Party executing the verification	
	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:	
	(a) it has the experience and capability to carry out the verification;	
	(b) it is none of the following:	
	(i) a credit rating agency;	
	(ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402;	
	(iii) an entity affiliated to the originator.	
	Scope of the verification	
	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:	

- (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance;
- (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate.

Confirmation of the verification

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.

69	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	STS criteria	
	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.	
	Verified?	Yes
	PCS Comment	
	<p>4. ISSUANCE REPORTING</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation</p> <p>Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Originator (or any agent on its behalf) will make available (or has made available in this Prospectus, and/or in www.ing.com and/or https://eurodw.eu/) to potential investors, before pricing, the following information</p> <p>(b) a liability cash flow model, excel based (and in the near future also made available by Hypoport) , which precisely represents the contractual relationship of the Receivables and the payments flowing between the Originator, the Fund and the Noteholders, (and shall, after pricing, make that model available to Noteholders on an ongoing basis and to potential investors upon request);</p> <p>See Prospectus, Securities Note, 3.1.9</p> <p>3.1.9 Hypoport, B.V. ("Hypoport") shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation. However, the initial cash flow model will be initially provided by ING BANK.</p> <p>See Prospectus, Additional Information, 3.2.2</p> <p>3.2.2 ING BANK Spanish Branch</p> <p>As Originator:</p> <p>(d) shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation and will be made available on the EDW website.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Liability cashflow model (Article 22(3))</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>	
	EBA Final non-ABCP STS Guidelines	
	<p>Liability cash flow model (Article 22(3))</p> <p>Precise representation of the contractual relationship</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.

Third parties

83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.

70	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	STS criteria	
	70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	Verified?	Yes
	PCS Comment	
	See criterion 69, above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Liability cashflow model (Article 22(3))	
	76. The objective of this criterion is to assist investors in their ability to appropriately model the cash flow waterfall of the securitisation on the liability side of the SSPE.	
	77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:	
	(a) interpretation of the term 'precise' representation of the contractual relationships;	
	(b) implications when the model is provided by third parties.	
	EBA Final non-ABCP STS Guidelines	
	Liability cash flow model (Article 22(3)) <i>Precise representation of the contractual relationship</i>	
	82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the originator, sponsor, investors, other parties and the SSPE should be considered to have been done 'precisely' where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates.	
	Third parties	
	83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.	

71	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	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).	
	STS criteria	
	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).	
	Verified?	Yes
	PCS Comment	
	Additional Information, 2.2.2.3. Environmental performance of the Mortgage Loans Information relating to the environmental performance of the Mortgage Loans in the mortgage asset portfolio at origination of each Mortgage Loan is included in the appraisal reports and it is not available to investors.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Environmental performance of assets (Article 22(4)) 78. It should be clarified that this is a requirement of disclosure about the energy efficiency of the assets when this information is available to the originator, sponsor or SSPE, rather than a requirement for a minimum energy efficiency of the assets. 79. To facilitate consistent interpretation of this criterion, the term ‘available information related to the environmental performance’ should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	Environmental performance of assets (Article 22(4)) <i>Available information related to the environmental performance</i> 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.	

72	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	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.	
	STS criteria	
	72. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	
	Verified?	Yes
	PCS Comment	
	See Additional Information	
	4.1.4.2 Reporting Entity	
	The Originator has been designated as the "Reporting Entity" for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Compliance with transparency requirements	
	80. The objective of this criterion is to ensure that investors have access to the data that are relevant for them to carry out the necessary risk and due diligence analysis with respect to the investment decision.	
	81. The criterion is deemed sufficiently clear and not requiring any further clarification.	
	EBA Final non-ABCP STS Guidelines	

73	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	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.	
	STS criteria	
	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.	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation.</p> <p>Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Originator (or any agent on its behalf) will make available (or has made available in this Prospectus, and/or in www.ing.com and/or https://eurodw.eu/) to potential investors, before pricing, the following information:</p> <p>(c) upon request, the loan-by-loan information required by point (a) of the first subparagraph of article 7(1) of the Securitisation Regulation (only to investors who can obtain a position and does not apply as long as the entire position is retained by ING BANK Spanish Branch);</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

74	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	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.	
	STS criteria	
	74. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation.</p> <p>Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Originator (or any agent on its behalf) will make available (or has made available in this Prospectus, and/or in www.ing.com and/or https://eurodw.eu/) to potential investors, before pricing, the following information:</p> <p>(d) draft versions of the Transaction Documents and the STS Notification;</p> <p>See Prospectus, DEFINITIONS,</p> <p>“Transaction Documents” means the following documents: (i) Deed of Incorporation of the Fund; (ii) the Management and Subscription Agreement; (iii) the Subordinated Loan Agreement; (iv) the Guaranteed Reinvestment Agreement; (v) the Paying Agent Agreement; and (vi) the Interest Rate Swap Transaction; and (vii) any other documents executed from time to time after the Date of Incorporation in connection with the Fund and designated as such by the relevant parties.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

75	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.		
	STS criteria		
	75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.		
	Verified?	Yes	
	PCS Comment		
	See Additional Information 4.1.4.2. Reporting Entity. The Originator has been designated as the “Reporting Entity” for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will: (a) following the Date of Incorporation: (d) make available in accordance with the article 7(1)(b) and article 22.5 of the EU Securitisation Regulation, in any case within fifteen (15) calendar days of the Date of Incorporation, copies of the relevant Transaction Documents and this Prospectus.		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
	EBA Final non-ABCP STS Guidelines		

76	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<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>(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;</p>	
	STS criteria	
	<p>76. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis,</p>	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information</p> <p>4.1.4.2. Reporting Entity.</p> <p>The Originator has been designated the "Reporting Entity" for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:</p> <p>(a) following the Date of Incorporation</p> <p>(i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation and the disclosure templates finally adopted, t, no later than one (1) month after the relevant Payment Date; and</p> <p>(ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date and simultaneously with the report in paragraph (i) immediately above;</p> <p>PCS notes that the information will be provided in accordance with the finally adopted disclosure template.</p>	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

77	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <p>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</p>	
	STS criteria	
	<p>77. All underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <p>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</p>	
	Verified?	Yes
	PCS Comment	
	See criterion 74, above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

78	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;		
	STS criteria		
	78. For traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;		
	Verified?		Yes
	PCS Comment		
	See criterion 74 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

79	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	(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;	
	STS criteria	
	79. The derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;	
	Verified?	Yes
	PCS Comment	
	See criterion 74 above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

80	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(iv) the servicing, back-up servicing, administration and cash management agreements;		
	STS criteria		
	80. The servicing, back-up servicing, administration and cash management agreements;		
	Verified?		Yes
	PCS Comment		
	See criterion 74 above.		
	There is no servicing agreement in this transaction since the relevant description of the duties is incorporated in other documents.		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
EBA Final non-ABCP STS Guidelines			

81	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(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;		
	STS criteria		
	81. The trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;		
	Verified?	Yes	
	PCS Comment		
	See criterion 74 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

82	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;		
	STS criteria		
	82. Any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;		
	Verified?		Yes
	PCS Comment		
	See criterion 74 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

83	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	That underlying documentation shall include a detailed description of the priority of payments of the securitisation;		
	STS criteria		
	83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;		
	Verified?		Yes
	PCS Comment		
	See sections 3.4.7. of the Additional Information (and 3.4.2.1.3) and 4.9 Redemption of the securities (the Securities Note) and 1.2.3 Subordination of the Notes (RISK FACTORS) for the priority of payments description.		
	See also the references to the Prospectus, as detailed in the Deed of Incorporation regarding the Priorities of Payment.		
	EBA Final non-ABCP STS Guidelines – statements on background and rationale		
EBA Final non-ABCP STS Guidelines			

84	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:		
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;		
	STS criteria		
	84. Where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:		
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;		
	Verified?	Yes	
	PCS Comment		
	Not applicable.		
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>			
EBA Final non-ABCP STS Guidelines			

85	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:		
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;		
	(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;		
	STS criteria		
	85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;		
	Verified?		Yes
	PCS Comment		
	Not applicable		
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>			
EBA Final non-ABCP STS Guidelines			

86	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:		
	(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;		
	(ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;		
	(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;		
	STS criteria		
	86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;		
	Verified?		Yes
	PCS Comment		
Not applicable			
EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>			
EBA Final non-ABCP STS Guidelines			

87	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<p>(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:</p> <ul style="list-style-type: none"> (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position; 	
	STS criteria	
	87. (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	Verified?	Yes
	PCS Comment	
	Not applicable	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

88	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(d) in the case of STS securitisations, the STS notification referred to in Article 27;		
	STS criteria		
	88. In the case of STS securitisations, the STS notification referred to in Article 27;		
	Verified?	Yes	
	PCS Comment		
	See Additional Information, 1. THE SECURITIES 1.1 STS Notification The securitisation transaction described in this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS-Securitisation) within the meaning of article 18 of the EU Securitisation Regulation. Consequently, ING BANK, will submit on or about the Date of Incorporation a STS notification to ESMA in accordance with article 27 of the EU Securitisation Regulation (the “ STS Notification ”), pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to ESMA with the intention that the securitisation transaction described in this Prospectus is included in the list administered by ESMA within the meaning of article 27(5) of the EU Securitisation Regulation (https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation).		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

89	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	STS criteria	
	89. Quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, 4. POST-ISSUANCE REPORTING</p> <p>4.1.4.2. Reporting Entity.</p> <p>The Originator has been designated as the "Reporting Entity" for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:</p> <p>(a) following the Date of Incorporation:</p> <p>(i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date; and</p> <p>(ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date and simultaneously with the report in paragraph (i) immediately above;</p> <p>PCS notes that the information will be provided in accordance with the finally adopted disclosure template.¹</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

¹ COMMISSION DELEGATED REGULATION (EU) 2020/1224 of 16 October 2019

90	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(i) all materially relevant data on the credit quality and performance of underlying exposures;		
	STS criteria		
	90. All materially relevant data on the credit quality and performance of underlying exposures;		
	Verified?	Yes	
	PCS Comment		
	See criterion 89 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

91	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(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;		
	STS criteria		
	91. Information on events which trigger changes in the priority of payments or the replacement of any counterparties,		
	Verified?		Yes
	PCS Comment		
	See criterion 89 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

92	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(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;		
	STS criteria		
	92. And, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;		
	Verified?		Yes
	PCS Comment		
	See criterion 89 above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

93	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	
	STS criteria	
	93. Information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, STRUCTURE AND CASH FLOW, 3.4.3 Risk retention Requirement</p> <p>3.4.3.1. EU Retention Requirement</p> <p>The Seller, as Originator, will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least 5 (five) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6(3)(a) of the EU Securitisation Regulation ("the retention of not less than 5 % of the nominal value of each of the tranches sold or transferred to investors") and article 5(1)(c) of the Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR by way of regulatory technical standards specifying the requirements for investors, sponsors, original lenders and originator institutions relating to exposures to transferred credit risk (the "Delegated Regulation 625/2014"), applicable until the new regulatory technical standards to be adopted by the Commission apply, pursuant to article 43(7) of the EU Securitisation Regulation. In addition, the Seller has undertaken that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation.</p> <p>The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances, in which case such change will be appropriately disclosed to Noteholders and published on the following website: www.ing.com.</p> <p>The Deed of Incorporation will include a representation and warranty and undertaking of the Originator as to its compliance with the requirements set forth in article 6(1) up to and including (3) of the EU Securitisation Regulation. In addition to the information set out herein and forming part of this Prospectus, the Originator has undertaken to make available materially relevant information to investors so that investors are able to verify compliance with article 6 of the EU Securitisation Regulation in accordance with article 7 of the EU Securitisation Regulation, as set out in section 4.2.1 of this Additional Information. In particular, the quarterly reports shall include information about the risk retained, including information on which of the modalities of retention has been applied pursuant to paragraph to 1(e)(iii) of article 7 of the EU Securitisation Regulation.</p> <p>4.1.4. Information referred to EU Securitisation Regulation</p> <p>4.1.4.3. Article 7(2) of the EU Securitisation Regulation.</p> <p>The Reporting Entity (or any agent on its behalf) will make the information referred to above available to the Noteholders, relevant competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes.</p> <p>The quarterly investor reports shall include, in accordance with article 7(1), subparagraph (e)(iii) of the EU Securitisation Regulation, information about the risk retention, including information on which of the modalities provided for in article 6(3) has been applied, in accordance with article 6 of the EU Securitisation Regulation.</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

94	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	STS criteria	
	94. Any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	Verified?	Yes
	PCS Comment	
	<p>4.1.4.2. Reporting Entity</p> <p>The Originator has been designated as the "Reporting Entity" for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:</p> <p>(b) publish, in accordance with article 7(1)(f) of the EU Securitisation Regulation, without delay any inside information made 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> <p>(c) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and</p>	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

95	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(g) where point (f) does not apply, any significant event such as: (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;		
	STS criteria		
	95. (g) where point (f) does not apply, any significant event such as: (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;		
	Verified?	Yes	
	PCS Comment		
	See Additional Information, 4. POST-ISSUANCE REPORTING, 4.1.4.2. Reporting Entity The Originator has been designated as the “Reporting Entity” for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will: (c) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

96	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(ii) a change in the structural features that can materially impact the performance of the securitisation;		
	STS criteria		
	96. (ii) a change in the structural features that can materially impact the performance of the securitisation;		
	Verified?		Yes
	PCS Comment		
	See criterion 95, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

97	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;		
	STS criteria		
	97. (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;		
	Verified?		Yes
	PCS Comment		
	See criterion 95, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

98	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(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;		
	STS criteria		
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;		
	Verified?		Yes
	PCS Comment		
	See criterion 95, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

99	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	(v) any material amendment to transaction documents.		
	STS criteria		
	99. (v) any material amendment to transaction documents.		
	Verified?		Yes
	PCS Comment		
	See criterion 95, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

100	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]		
	STS criteria		
	100. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]		
	Verified?	Yes	
	PCS Comment		
	See criterion 76, above.		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

101	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<p>Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay</p> <p>When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.</p> <p>In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.</p> <p>Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.</p>	
	STS criteria	
	101. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	
	Verified?	Yes
	PCS Comment	
	See 94 and 95, above.	
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	

102	Legislative text	BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency	
	<p>7.2 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> <ul style="list-style-type: none"> (a) includes a well-functioning data quality control system; (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; (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk; (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and (e) makes it possible to keep record of the information for at least five years after the maturity date of the securitisation. 	
	STS criteria	
	<p>102. 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> <ul style="list-style-type: none"> (a) includes a well-functioning data quality control system; (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; (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk; (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and (e) makes it possible to keep record of the information for at least five years after the maturity date of the securitisation 	
	Verified?	Yes
	PCS Comment	
	<p>See Additional Information, 4. POST ISSUANCE REPORTING</p> <p>4.1.4.2 Reporting Entity</p> <p>The Reporting Entity, directly or delegating to any other agent on its behalf, will publish or make otherwise available the reports and information referred to in paragraphs (1) to (5) (inclusive) above as required under article 7 and article 22 of the EU Securitisation Regulation by means of:</p> <ul style="list-style-type: none"> (a) once there is a securitisation repository registered under article 10 of the EU Securitisation Regulation (the “SR Repository”) and appointed by the Reporting Entity for the securitisation transaction as described in this Prospectus, the SR Repository; or (b) while no SR Repository has been registered and appointed by the Reporting Entity, the external website https://editor.eurodw.eu/, being an external website that conforms to the requirements set out in the fourth paragraph of article 7(2) of the EU Securitisation Regulation. 	
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	EBA Final non-ABCP STS Guidelines	

103	Legislative text		BACK TO TABLE OF CONTENTS
	Article 22 - Requirements relating to transparency		
	7.2 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.		
	STS criteria		
	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.		
	Verified?	Yes	
	PCS Comment		
	See criterion 102 for the securitisation repository information. See Additional Information, 4. POST-ISSUANCE REPORTING 4.1.4.2 Reporting Entity The Originator has been designated the “Reporting Entity” for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:		
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>		
	EBA Final non-ABCP STS Guidelines		

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.