STS Term Master Checklist

Prinsen Mortgage Finance No. 1 B.V.

PRIME COLLATERALISED SECURITIES (PCS) EU SAS

3 May 2022

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

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

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

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

3 May 2022

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Prime Collateralised Securities (PCS)

STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Assessment /Version	3 May 2022
The transaction to be assessed (the "Transaction")	**Prinsen Mortgage Finance No. 1**

Issuer	Prinsen Mortgage Finance No. 1 B.V.
Original Lender	Fenerantis B.V.
Intermediate Seller	Purple SPV
Sellers	Athora Lux Invest – Duration Fund ("Athora German Fund") and Athora Lux Invest – Duration Fund AB ("Athora Belgian Fund").
Lead Manager(s)	NATIXIS and BNP Paribas
Transaction Legal Counsel	Hogan Lovells – FIZ advocaten
Rating Agencies	DBRS and Fitch
Stock Exchange	Euronext Amsterdam
Closing Date	3 May 2022

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

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

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

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

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

1	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.	
	Verified?	**Yes**
	PCS Comment	
	See Section 1.7 (Portfolio Documentation) – sub "Mortgage Receivables Purchase Agreement and Purchase of Mortgage Receivables" and "Purchase of Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables", and also the RISK FACTOR Section headed "Risk related to payments received by the Original Lender, Purple SPV or Seller prior to notification of the assignment to the Issuer" which contain a description of the assignment made by the Original Lender to Purple SPV (Assignment I), from Purple SPV to the Sellers (Assignment II) and from the Sellers to the Issuer (Assignment III), and of the effects of notifications to the relevant Borrowers. Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation risks is made in the Legal Opinions. PCS has been provided with and reviewed the drafts of Dutch and Luxembourg law legal opinions that will be issued on closing by the law firms Hogan Lovells, Baker Mc Kenzie, DLA Piper and FIZ as to the capacity of the entities and the true sale aspects involved. "True sale", originally, was not a legal concept but a rating agency creation. The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a "true sale" the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller's creditor out of the proceeds of the securitised assets. Following a "true sale" there is no legal device by which the assets can automatically revert to the originator/seller's ownership. Such automatic reversion is associated with security interests and anathema to a "true sale". This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title. The 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 STS Regulation (20.1) therefore does not require STS "true sales" to be clawback-proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to "severe clawback". The Regulation does not define "severe clawback" but gives an example (20.2) where a clawback may occur. The STS Regulation (20.3) also explicitly excludes from the definition of "severe clawback" the traditional European basis for such devices which all come under the general category of "preferences". PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis. Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text. Based on the above considerations, PCS believes that transfers from a jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of "severe clawback": • Clawback requires an unfair preference "defrauding" creditors;	

	• Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence. Since "severe clawback" is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Original Lender's, Purple SPV's and the Sellers' jurisdiction for the purposes of insolvency law. This would be their centre of main interest or "COMI". The second step would be to determine whether the relevant COMI contains severe claw back provisions in its insolvency legislation. Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident. An assessment of the COMI is included in the Prospectus (see 5.10 (Legal framework as to the assignment of the Mortgage Receivables) - Assignment of the Mortgage Receivables): *<<(…) It is noted that the Original Lender has represented in the Mortgage Receivables Purchase Agreement that it has its COMI, within the meaning of Article 3 of the Recast Insolvency Regulation, in the Netherlands and that it does not qualify as one of the entities listed in article 1(2) of the Recast Insolvency Regulation. It is noted that Purple SPV has represented in the Sellers Mortgage Receivables Purchase Agreement that it has its COMI, within the meaning of article 3 of the Recast Insolvency Regulation in the Grand Duchy of Luxembourg and that and that it does not qualify as one of the entities listed in article 1(2) of the Recast Insolvency Regulation. Furthermore, it is noted that each Seller, being each a compartment of a Luxembourg reserved alternative investment fund and therefore established in Luxembourg, has represented in the Mortgage Receivables Purchase Agreement that such Seller has its registered office in the Grand Duchy of Luxembourg.* *In this respect it should also be noted that the Dutch Civil Code and the Dutch Bankruptcy Act (faillissementswet) do not include the severe clawback provisions as set out in in Article 20(2) of the Securitisation Regulation. Similarly, it should further be noted that Articles 445 and 446 of the Luxembourg Commercial Code do not include in themselves the severe clawback provisions as defined in Article 20(2) of the Securitisation Regulation.>>* In the case of the Transaction, title to the assets is transferred by means of assignments to and from Dutch and Luxembourg entities, that are involved in the different steps in the chain of transfer of the receivables between origination and final assignment to the SSPE. The legal opinion(s) confirmed that the assignment from the Original Lender to Purple SPV, from Purple SPV to the Sellers, from the Sellers to the Issuer and the subsequent transfers from the Original Lender to the Sellers and the Sellers to the Issuer meet and shall meet the definition of "true sale" outlined above. Dutch and Luxembourg insolvency law provide for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as generally outlined in the Risk Factors sections of the Prospectus, and in the provided opinions, the transfers and the repurchase made are not, in our view, subject to "severe clawback".
2	**STS criteria** — **SEE RELATED EBA GUIDELINES** 2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency. **Verified?** — **Yes** **PCS Comment** See 5.10 (Legal framework as to the assignment of the Mortgage Receivables) - Assignment of the Mortgage Receivables): *<<It is noted that the Original Lender has represented in the Mortgage Receivables Purchase Agreement that it has its COMI, within the meaning of Article 3 of the Recast Insolvency Regulation, in the Netherlands and that it does not qualify as one of the entities listed in article 1(2) of the Recast Insolvency Regulation. It is noted that Purple SPV has represented in the Sellers Mortgage Receivables Purchase Agreement that it has its COMI, within the meaning of article 3 of the Recast Insolvency Regulation in the Grand Duchy of Luxembourg and that and that it does not qualify as one of the entities listed in article 1(2) of the Recast Insolvency Regulation. Furthermore, it is noted that each Seller, being each a compartment of a Luxembourg reserved alternative investment fund and therefore established in Luxembourg, has represented in the Mortgage Receivables Purchase Agreement that such Seller has its registered office in the Grand Duchy of Luxembourg.* *In this respect it should also be noted that the Dutch Civil Code and the Dutch Bankruptcy Act (faillissementswet) do not include the severe clawback provisions as set out in in Article 20(2) of the Securitisation Regulation. Similarly, it should further be noted that Articles 445 and 446 of the Luxembourg Commercial Code do not include in themselves the severe clawback provisions as defined in Article 20(2) of the Securitisation Regulation.>>*See also §(c) of "EU STS Securitisation".

	The insolvency laws of the Netherlands and of Luxembourg do not contemplate severe claw-back provisions for transfers made in the context of securitisation transactions.

2a	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	Verified?	**Yes**
	PCS Comment	
	Neither provision applies. See Section 5.10 (*Legal framework as to the assignment of the Mortgage Receivables*).	

2b	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	Verified?	**Yes**
	PCS Comment	
	See comment to point 1 above. The Netherlands and the Grand Duchy of Luxembourg do not have severe clawback provisions for securitisation transactions. See also “Risk related to payments received by the Original Lender, Purple SPV or Seller prior to notification of the assignment to the Issuer”.	

3	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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
	See Section 1.7 (Portfolio Documentation - Purchase of Mortgage Receivables" and "Purchase of Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables"). See also §(a) of "EU STS Securitisation", which contains a summary of the intermediate steps from origination of the Mortgage Loans to their sale to the Issuer. In particular, it is stated as follows: *<<(a) In connection with Article 20(1) and 20(4) of the EU Securitisation Regulation, the STS notification contains a statement that (i) pursuant to the Original Lender Mortgage Receivables Purchase Agreement and related private deeds of sale, assignment and pledge, the Mortgage Receivables and the Beneficiary Rights relating thereto included in the portfolio were prior to the Closing Date sold and assigned by way of undisclosed assignment (stille cessie) by the Original Lender to Purple SPV and such purchase and assignment is enforceable against the Original Lender and/or any third party of the Original Lender, subject to any applicable bankruptcy laws or similar laws affecting the rights of creditors and as a result thereof the requirement stemming from Article 20(5) of the EU Securitisation Regulation is not applicable (see also Section 7.1 (Purchase, repurchase and sale)) and (ii) on or prior to the Closing Date, pursuant to the Sellers Mortgage Receivables Purchase Agreement, Purple SPV will transfer the legal title to the Mortgage Receivables and the Beneficiary Rights relating thereto to the respective Sellers by way of undisclosed assignment (stille cessie), by means of a deed of sale and assignment executed as a private deed and registration of such deed with the Dutch tax authorities in accordance with section 3:94(3) of the Dutch Civil Code and such purchase and assignment is enforceable against Purple SPV and/or any third party of Purple SPV, subject to any applicable bankruptcy laws or similar laws affecting the rights of creditors and as a result thereof the requirement stemming from Article 20(5) of the EU Securitisation Regulation is not applicable (see also Section 7.1 (Purchase, repurchase and sale)).>>.* It is noted in 3.5 (Original Lender and Servicer - The Original Lender's activities in relation to the Transaction) the statement that: *<<Fenerantis sold and assigned the Mortgage Receivables forming part of the Portfolio to Purple SPV prior to the date of this Prospectus, whereby Purple SPV will on-sell the Mortgages Receivables to the relevant Seller, prior to the on-sale and transfer thereof by the relevant Seller to the Issuer on the Closing Date. Fenerantis will sell and assign, the related Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables to the relevant Seller, which will on-sell the Mortgages Receivables to the Issuer in accordance with the terms of the Mortgage Receivables Purchase Agreement. >>.* So, the subsequent purchases by the Issuer will not have Purple SPV as an intermediate step: subsequent sales will be made by Fenerantis as Original Lender to the Sellers and then by the Sellers onwards to the Issuer. True sale aspects in respect of each of the assignments mentioned above are dealt with in legal opinions of the law firms involved, as specified in point 1 above. PCS also received evidence that the arranger was provided with a specific legal assessment of the qualification of "originator" on the part of the two Sellers.

4	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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: (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	**SEE RELATED EBA GUIDELINES**
	4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events: (a) severe deterioration in the seller credit quality standing; (b) insolvency of the seller; and (c) unremedied breaches of contractual obligations by the seller, including the seller's default.	
	Verified?	**Yes**

	PCS Comment
	Notification is not applicable to perfect the transfer of legal title by means of an assignment and pledge. Criterion 4 requires two steps: - To determine whether the transfer of the assets is by means of an unperfected assignment; and - If it is, whether the transaction contains the requisite triggers. Although the transfer is not notified to the borrowers, the Dutch legal opinions issued in relation to this transaction confirm that such notification is not required under Dutch law to fully perfect the transfer of ownership in the mortgage loans to the SSPE. Accordingly, this transaction does not operate by way of an unperfected assignment and the issue of triggers does not arise. Other aspects relating to "registration" are covered by the Dutch Legal Opinions.

5	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.	
	Verified?	**Yes**
	PCS Comment	
	See Section 7.2 (*Representations and Warranties*), R&W §(f) and §(g), which confirm that the Sellers, on the Closing Date, will be the legal owners of the Mortgage Loan, relevant Further Advance, Ported Mortgage Loan and/or relevant Non-First Mortgage Loan, and the absence of encumbrances or attachments over such assets. In respect of the R&Ws contained in the documentation, it is noted that the liability of the Original Lender and of the relevant Guarantors is strictly limited, as set out in Risk Factors "Limitation of the Original Lender and the Guarantors' liability under the Mortgage Receivables Purchase Agreement". On the other hand, in case of breach of Mortgage Loan Criteria or representations and warranties in respect of the Mortgage Loans and Mortgage Receivables, the relevant Seller is obligated to repurchase and accept re-assignment of the relevant Mortgage Receivable sold by it, as better detailed in Section 7.1 (*Purchase, Repurchase and Sale - Repurchase of individual Mortgage Receivables*). It is noted that <<*The primary remedy of the Issuer against any Seller if any of the representations and warranties made by such Seller are materially breached or prove to be materially untrue as at the Closing Date, or in respect of any Further Advances, Ported Mortgage Loans or Non-First Mortgage Loans related to the Mortgage Receivables sold and assigned, as of the relevant Further Sale Date (and any such breaches are not remedied in accordance with the Mortgage Receivables Purchase Agreement), will be to require such Seller to repurchase any relevant Mortgage Receivables and the related security, for a prescribed repurchase price in accordance with the provisions in the Mortgage Receivables Purchase Agreement.*>> (see "2.2 - **Risks Relating to the Underlying Assets**"). See also in Section 3.4 (Sellers, the paragraph headed "Limitation of the Sellers liability under the Mortgage Receivables Purchase Agreement": <<*The total aggregate liability (including, for the avoidance of doubt, any amounts payable under the above indemnity) of the Sellers shall be limited to an amount equal to 15 per cent. of the Principal Amount Outstanding of the Notes as at the Closing Date, to be allocated pro rata between the Sellers as follows: (i) the Athora German Fund shall be a maximum aggregate total amount no greater than €19,614,209.50 and (ii) the Athora Belgian Fund shall be a maximum aggregate total amount no greater than €35,120,790.50. The aforementioned liability cap shall not apply to any repurchase obligation of the relevant indemnifying Seller under the Mortgage Receivables Purchase Agreement where, for the avoidance of doubt, the liability shall be limited to an amount equal to the repurchase price payable by that Seller as determined in accordance with the Mortgage Receivables Purchase Agreement.*>>.	

6	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	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	**SEE RELATED EBA GUIDELINES**
	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	
	See Section 7.2 (Representations and Warranties) and in particular R&W in §(a) regarding compliance with the Mortgage Loan Criteria, as detailed in Section 7.3 (Mortgage Loan Criteria). See also statement in "EU STS Securitisation" under §(d) that <<*(…) only Mortgage Receivables resulting from Mortgage Loans which satisfy the Mortgage Loan Criteria and, if applicable, the Additional Purchase Conditions and the representations and warranties made by each relevant Seller in the Mortgage Receivables Purchase Agreement and as set out in Section 7.2 (Representations and warranties) will be purchased by the Issuer (see also Section 7.1 (Purchase, repurchase and sale) and Section 7.3 (Mortgage Loan Criteria)). (…)*>>. The EBA Guidelines clarify that "clear" does not mean easily readable or comprehended by a non-expert. In the STS Regulation a criterion is "clear" when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, "clear" is about certainty of determination. **PCS has read the eligibility criteria in the Prospectus and in Schedule 5 of the Mortgage Receivables Purchase Agreement ("MRPA"). As they are mandatory, they meet the "predetermined" requirement. As they are in the Prospectus/ MRPA, they meet the "documented" requirement. PCS has also concluded that they allow determination in each case and so meet the "clear" requirement.**	
7	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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	
	See statement in Section 4.4 (*Regulatory and Industry Compliance* – EU STS Securitisation), §(f) confirming that <<*the Transaction Documents do not allow for active portfolio management of the Mortgage Loan Receivables on a discretionary basis (see also Section 7.1 (Purchase, repurchase and sale)).*>>. In Section 7.1 (Purchase, repurchase and sale), see in particular the paragraph entitled "Repurchase of individual Mortgage Receivables", which outlines the cases of permitted repurchases, which are all permitted also under the EBA Guidelines. See also in 7.1 the subsection "No active Portfolio management on a discretionary basis", where it is confirmed that the Transaction Documents do not allow for active selection of the Mortgage Loans or Mortgage Receivables on a discretionary basis, including management of the pool for speculative purposes, aiming to achieve better performance or increased investor yield. 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". PCS has reviewed all the repurchase devices set out in the Prospectus /MRPA 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 the Transaction Documents do not allow for "active portfolio management".

8	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	
	Verified?	**Yes**
	PCS Comment	
	This transaction is revolving: see Section 1.7 "Mortgage Receivables Purchase Agreement and Purchase of Mortgage Receivables", and the statements that the Issuer *<<(…) (ii) will, subject to the Additional Purchase Conditions having been met at the relevant date of completion of the sale and assignment of such Further Advance Receivable, Ported Mortgage Receivable or Non-First Mortgage Receivable, purchase and accept the assignment of eligible Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables on certain later dates. >>*. See also statement in "EU STS Securitisation" under §(d) that *<<(…) only Mortgage Receivables resulting from Mortgage Loans which satisfy the Mortgage Loan Criteria and, if applicable, the Additional Purchase Conditions and the representations and warranties made by each relevant Seller in the Mortgage Receivables Purchase Agreement and as set out in Section 7.2 (Representations and warranties) will be purchased by the Issuer (see also Section 7.1 (Purchase, repurchase and sale) and Section 7.3 (Mortgage Loan Criteria)).>>*. See also "Additional Purchase Conditions" in Section 9.1. In particular, it is required that: *<<(b) the relevant Seller will represent and warrant to the Issuer and the Security Trustee the matters set out in the clauses providing for the representations and warranties relating to the Mortgage Loans, the Mortgage Receivables and the relevant Seller in the Mortgage Receivables Purchase Agreement with respect to the Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables sold and relating to the relevant Seller;>>*. See also Clause 6 (*Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables*) of the MRPA. In respect of Further Advances, it is also noted the statements in 7.2 (Representations and Warranties) that: *<<(ee) each relevant First Ranking Mortgage Receivable and each relevant Further Advance Receivable is fully secured by a first-ranking Mortgage (eerste recht van hypotheek) on a Mortgaged Asset and, to the extent applicable, a right of pledge (pandrecht) granted in favour of the Original Lender securing the relevant First Ranking Mortgage Receivable and/or relevant Further Advance Receivable, including a Borrower Insurance Pledge (to the extent required by (a) the Underwriting Guide prevailing at the time of the relevant Interest Proposal and (b) the current Underwriting Guide) and is governed by Dutch law and each relevant Non-First Mortgage Receivable is fully secured by a second or sequentially lower ranking mortgage right on the same Mortgaged Asset and, to the extent applicable, a right of pledge (pandrecht) granted in favour of the Original Lender securing the relevant Non-First Mortgage Receivable and is governed by Dutch law;>>* and *<<(ll) the Issuer has or will on the same date obtain legal title to all other Mortgage Receivables secured by a Mortgage over the same Mortgaged Asset as the relevant Mortgage Receivable (including a Non-First Mortgage Receivable, a Ported Mortgage Receivable and/or a Further Advance Receivable);>>*. 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 relevant originator/seller will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator/seller to comply in the future with this requirement. PCS has identified the existence of such a covenant in the Prospectus (see excerpts of sections mentioned above) and the MRPA (Clause 6).	

9	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.	

	STS criteria	**SEE RELATED EBA GUIDELINES**
	9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.	
	Verified?	**Yes**
	PCS Comment	
	See statement on homogeneity in Section 4.4 (*Regulatory and Industry Compliance*) - *EU STS Securitisation* - §(g), which details and identifies the requirements of homogeneity. See also, for further details on the underlying Mortgage Loans, Section 6.2 (*Description of Mortgage Loans*). The definition of "homogeneity" in the Regulation is to be 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, and published on the EU Official Gazette on 6 November 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. 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 (i) were underwritten on a similar basis; (ii) they are being serviced by Fenerantis B.V. according to similar servicing procedures; (iii) they are included in the asset class of residential mortgage loans; and (iv) the loans are all secured by residential immovable properties located in the same jurisdiction.*** ***PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be "homogenous" by a wide consensus of market participants.***	
10	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	
	Verified?	**Yes**
	PCS Comment	
	See Section 7.2 (Representations and Warranties), R&W §(c) pursuant to which each Seller confirms that: <<*(c) each Mortgage Loan, Mortgage Receivable, Further Advance Receivable, Ported Mortgage Receivable, Non-First Mortgage Receivable and Beneficiary Right and each Mortgage and Borrower Pledge securing such Mortgage Receivable, Further Advance Receivable, Ported Mortgage Receivable or Non-First Mortgage Receivable constitute and contain legal, valid, binding and enforceable obligations and security rights of the relevant Borrower vis-à-vis the relevant Seller, subject to any bankruptcy or similar laws affecting the rights of creditors generally, with full recourse to such Borrower;*>>.	
11	**STS criteria**	**SEE RELATED EBA GUIDELINES**

	11. With full recourse to debtors and, where applicable, guarantors.	
	Verified?	**Yes**
	PCS Comment	
	See point 11 above.	

12	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	
	Verified?	**Yes**
	PCS Comment	
	See §(e) of Section 7.3 (*Mortgage Loan Criteria*) requiring that <<*(e) Interest payments on each Mortgage Loan are scheduled to be made monthly in arrears by direct debit.*>>. For further details on the underlying Mortgage Loans, see Section 6.2 (*Description of Mortgage Loans*).	
13	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	
	Verified?	**Yes**
	PCS Comment	
	See description of the various types of Mortgage Loans contained in Section 6.2 (*Description of Mortgage Loans*).	

14	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	

	Verified?	**Yes**
	PCS Comment	
	See Section 4.4 (EU STS Securitisation), §(g): *<<(…) Furthermore, for the purpose of compliance with the relevant requirement stemming from Article 20(8) of the EU Securitisation Regulation, a transferable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council will not meet the Mortgage Loan Criteria and as a result thereof the underlying exposures to be sold and assigned to the Issuer shall not include such transferable securities (see also Section 7.3 (Mortgage Loan Criteria)).>>* See also 7.3 (Mortgage Loan Criteria – Several), §(nn)(A) where it is confirmed that *<<(…) (A) no Mortgage Loan constitutes a transferable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council; (…) >>*.	

15	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS
	20.9. The underlying exposures shall not include any securitisation position.	
	STS criteria	SEE RELATED EBA GUIDELINES
	15. The underlying exposures shall not include any securitisation position.	
	Verified?	**Yes**
	PCS Comment	
	See 7.3 (Mortgage Loan Criteria – Several), §(nn)(C) where it is confirmed that *<<(…) (C) no Mortgage Loan constitutes a securitisation position as defined in the EU Securitisation Regulation.>>*.	

16	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS
	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	SEE RELATED EBA GUIDELINES
	16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	
	Verified?	**Yes**
	PCS Comment	
	See Section 7.2 (Representations and Warranties), R&W §(l) where it is represented that *<<(l) the Mortgage Loans, Ported Mortgage Loans, Further Advances and/or Non-First Mortgage Loans relating to the relevant Mortgage Receivables, Ported Mortgage Receivables, Further Advance Receivables and Non-First Mortgage Receivables has been originated by the Original Lender in the ordinary course of the Original Lender's business pursuant to underwriting standards that are no less stringent than those that the Original Lender applied at the time of origination to similar mortgage loans that are not securitised and with prudent and disciplined origination practices and standards and is subject to terms and conditions customary in the Dutch mortgage market at the time of origination and not materially different from the terms and conditions applied by a prudent lender of Dutch residential mortgage loans, and the origination and underwriting criteria and procedures are in a form as may reasonably be expected from a prudent lender of Dutch mortgage loans,*	

	and in compliance with all applicable laws, including anti money laundering legislation, the applicable provisions of the Mortgage Credit Directive and not in conflict with any applicable laws, rules, regulations or legislations, the Code of Conduct of Mortgage Loans (Gedragscode Hypothecaire Financieringen) prevailing on the date of the relevant Mortgage Loan Offer and/or Further Advance Offer, as applicable;>>.	
17	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	Verified?	**Yes**
	PCS Comment	
	See Section 7.2 (*Representations and Warranties*), R&W §(l) mentioned in point 16 above.	

18	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	Verified?	**Yes**
	PCS Comment	
	See statement on disclosure of underwriting standards in Section 4.4 (*Regulatory and Industry Compliance* – EU STS Securitisation) §(i)(ii), in which it is stated that <<*(i) (…) (ii) a summary of the underwriting standards is disclosed in Section 6.3 (Origination and servicing), paragraph Underwriting Criteria together with the undertaking that the underwriting standards pursuant to which the underlying exposures are originated and any future material changes from prior underwriting standards shall be fully disclosed to potential investors and the Noteholders without undue delay by the Issuer, or the Issuer Administrator on its behalf, upon instruction of the Servicer, (…)*>>. See also Section 6.3 (ORIGINATION AND SERVICING) for an extensive description of the origination and the underwriting process. The EBA Guidelines make clear that the part of the criterion referring to changes from prior underwriting is a future event criterion. It applies to changes in underwriting criteria that occur post-closing. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the originator/seller will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator/seller or the issuer to comply in the future with this requirement. ***PCS has identified the existence of such a covenant in the Prospectus (see the Sections mentioned above).***	

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

	STS criteria	**SEE RELATED EBA GUIDELINES**
	19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.	
	Verified?	**Yes**
	PCS Comment	
	See §(pp) of Section 7.2 (Representations and Warranties), confirming that: *<<(pp) the Mortgage Loan from which the relevant Mortgage Receivable, Non-First Mortgage Receivable, Ported Mortgage Receivable or Further Advance Receivable has arisen or will arise is not marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries were made aware that the information provided by the loan applicant might not be verified by the Original Lender;>>.*	
20	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	Verified?	**Yes**
	PCS Comment	
	See §(oo) of Section 7.2 (Representations and Warranties), confirming that: *<<(oo) the assessment of the relevant Borrower's creditworthiness in relation to the relevant Mortgage Receivable, Non-First Mortgage Receivable, Ported Mortgage Receivable or Further Advance Receivable was done in accordance with the Original Lender's underwriting criteria and meets the requirements set out in paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of article 18 of Directive 2014/17/EU;>>.* The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. As a general principle, European Directives, in contrast to Regulations, do not have direct and immediate effect but must be implemented into national law, country by country. Therefore, if the assets concerned, as in the case of the Transaction, are residential mortgages, the relevant Directive is 2014/17/EU. The next step is to determine which Dutch law transcribed this Directive into local law. PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law. PCS has been informed by the transaction counsel that this was done in the Netherlands via an implementation act effective as of 14 July 2016. The Sellers have provided a representation that this criterion is met.	

21	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	STS criteria	**SEE RELATED EBA GUIDELINES**

	21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.
Verified?	**Yes**
PCS Comment	
	See statement on expertise of the Originators in originating residential mortgages in Section 4.4 (*Regulatory and Industry Compliance - EU STS Securitisation* - §(i). In particular, it is stated that: *<<(i) (…) (v) the Original Lender is of the opinion that it has the required expertise in originating mortgage loans which are of a similar nature as the Mortgage Loans within the meaning of Article 20(10) of the EU Securitisation Regulation (see also Section 6.3 (Origination and servicing)).>>.* See also the statement in §(s) of "EU STS Securitisation": *<<(s) The Servicer is of the opinion that it has the required expertise in servicing mortgage loans which are of a similar nature as the Mortgage Loans within the meaning of Article 21(8) of the EU Securitisation Regulation, as all Mortgage Loans are originated, administered and serviced by the Servicer:* *(i) The Servicer provides collection and other services on a day-to-day basis in relation to the Mortgage Loans and has wide expertise in the servicing of mortgage receivables of a similar nature to the Mortgage Receivables and has well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.* *(ii) The Servicer holds a licence as an offeror of credit (aanbieder van krediet) and intermediary (bemiddelaar) under the Wft.* *(iii) Each of Servicer and its Fenerantis Subcontractors is a full subsidiary of CMIS and as such belongs to the CMIS Group (see also Section 3.5 (Original Lender and Servicer) and 3.6 (Guarantors)). Through its Fenerantis Subcontractors and managed by the same management body, Fenerantis, as the Original Lender and Servicer, has originated, administered and serviced mortgage receivables of a similar nature to the Mortgage Receivables under the Merius Hypotheken label since Q4 2016.* *(iv) As described in more detail in Section 6.3 (Origination and servicing), of each Fenerantis Subcontractors to which Fenerantis, as the Original Lender and Servicer, has outsourced part of its related origination, administration and servicing activities, the relevant senior management team has an average industry experience of over 10 years and each relevant each senior staff member has, at a personal level, relevant professional experience in the origination, administration and servicing (as applicable) of exposures of a similar nature to those securitized of at least 5 years.* *See also Section 3.5 (Original Lender and Servicer) and 6.3 (Origination and servicing).>>.* A description of the origination activity, with details on the roles performed respectively by Fenerantis, Adaxio, CMIS Operations and Welcium, jointly with statements as to their respective experience in the field, is contained in Section 6.3.1 (*Origination and Servicing – General*). It is noted that on an ongoing basis, the origination activities may be carried out by replacement entities. *<<The Original Lender, or the relevant Fenerantis Subcontractor, may at any time subcontract any part of the Underwriting other than the "final approval" part to one or more subcontractors (or replace such subcontractor), whether or not such subcontractor is part of the CMIS Group, without (a) obtaining any Credit Rating Agency Confirmation and/or (b) notifying the Issuer, provided that the Original Lender and/or, as the case may be, the relevant Fenerantis Subcontractor shall select such replacement subcontractor and/or, as the case may be, any additional subcontractor with reasonable care. and by doing so Fenerantis will in any event ensure that the selected replacement subcontractor shall have expertise in, depending on the activity for which it will be appointed, originating and/or servicing exposures of a similar nature to those securitised.>>.* The statement above gives comfort that the replacement entities will be selected with a reasonable care, and that also a check of expertise will be made for that purpose.

22	**Legislative text – *Article 20 - Requirements relating to simplicity***	GO TO TABLE OF CONTENTS

	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay…	
	Verified?	**Yes**
	PCS Comment	
	See statement on sale without undue delay in Section 6.1 (Stratification Tables): <<*The Mortgage Loans have been selected in accordance with the criteria set forth in the Mortgage Receivables Purchase Agreement and the Mortgage Receivables resulting from such Mortgage Loans will be sold and assigned to the Issuer without undue delay..*>>. PCS has assumed that any period of three and a half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards. The Prospectus sets out the relevant dates of the initial pool cut. See definition of Initial Cut-Off Date and of Cut-Off Date in Section 9 (Glossary of Defined Terms). For the acquisitions of Further Advances, Ported Mortgage Loans and Non-First Mortgage Loans, see the provisions of Clause 6.2 of the MRPA, according to which the time gap cannot be more than two months from the relevant origination. Therefore, although there may be a time-gap between the relevant cut-off and the sale to the Issuer, based on the Prospectus and contractual provisions of the MRPA, PCS has considered that this is not expected to be an "undue" delay, and that, therefore, this requirement is satisfied.	
23	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013…	
	Verified?	**Yes**
	PCS Comment	
	See the Mortgage Loan Criteria set out in §(ii) of Section 7.3 (*Mortgage Loan Criteria*): *<<(ii) No Mortgage Receivable is in default within the meaning of article 178(1) of the CRR and the relevant Borrower is not a credit-impaired obligor or guarantor who, to the best of the Original Lender's and relevant Seller's knowledge, (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the Closing Date or, in respect of a Further Advance Receivable, Ported Mortgage Receivable or Non-First Mortgage Receivable sold after the Closing Date, the relevant Further Sale Date, or (ii) has a negative BKR registration at the time the final offer for the Mortgage Loan was made, or (iii) 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 mortgage receivables originated by the Original Lender which are not sold and assigned to the Issuer under the Mortgage Receivables Purchase Agreement, within the meaning of Article 20(11) of the EU Securitisation Regulation.' (…)>>.*	

24	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge: (a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	

(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and

(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;

(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or

(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.

STS criteria	**SEE RELATED EBA GUIDELINES**

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

Verified?	**Yes**

PCS Comment

See the Mortgage Loan Criteria set out in §(ii) of Section 7.3 (*Mortgage Loan Criteria*):

<<(ii) No Mortgage Receivable is in default within the meaning of article 178(1) of the CRR and the relevant Borrower is not a credit-impaired obligor or guarantor who, to the best of the Original Lender's and relevant Seller's knowledge, (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the Closing Date or, in respect of a Further Advance Receivable, Ported Mortgage Receivable or Non-First Mortgage Receivable sold after the Closing Date, the relevant Further Sale Date, or (ii) has a negative BKR registration at the time the final offer for the Mortgage Loan was made, or (iii) 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 mortgage receivables originated by the Original Lender which are not sold and assigned to the Issuer under the Mortgage Receivables Purchase Agreement, within the meaning of Article 20(11) of the EU Securitisation Regulation. (…)>>.

See also the R&Ws under §(ii) and §(kk) of Section 7.2:

<<(ii) to the best of its knowledge, no Borrower is subject to bankruptcy or other insolvency proceedings or is deceased on the relevant Cut-Off Date>>.

<<(kk) as part of the origination, it has not classified any Borrower pursuant to and in accordance with its internal policies as a borrower (i) that is unlikely to pay its credit obligations to it, without recourse by it to actions such as realising security or (ii) having a credit assessment or credit score indicating that the risk that such Borrower is unlikely to pay its credit obligations to the Original Lender is significantly higher than for mortgage receivables originated by the Original Lender that are not sold and assigned pursuant to the Mortgage Receivables Purchase Agreement;>>

The note below applies to points from 24 to 29.

Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.

For PCS, the key points of the EBA guidelines on this issue are:

a. First that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be "credit impaired". So that it is not necessary to reflect at what the term "credit impaired" could mean above and beyond those three items.

b. Secondly, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a "credit impaired" debtor is the example of a failure to pay that can "reasonably be ignored" for the purposes of credit assessment.

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

	Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry. In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisation. It is clear to PCS that the "credit impaired" prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of "sub-prime". Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a "prime/plain vanilla" transaction with no "sub-prime" aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter. 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".
25	**STS criteria**
	25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.
	Verified? **Yes**
	PCS Comment
	See point 24 above.
26	**STS criteria** **SEE RELATED EBA GUIDELINES**
	26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:
	Verified? **Yes**
	PCS Comment
	See point 24 above. See also §(u) and §(hh) of Section 7.3 (Mortgage Loan Criteria): *<<(u) None of the Mortgage Loans have flexible payment dates and payment holidays are not permitted under the relevant Mortgage Conditions.>>.* *<<(hh) On the Cut-Off Date, or, in respect of a Further Advance Receivable, Ported Mortgage Receivable or Non-First Mortgage Receivable sold after the Closing Date, the relevant Further Sale Date, no Borrower has been granted a payment holiday.>>.*
27	**STS criteria**
	27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and
	Verified? **Yes**
	PCS Comment

	See point 24 above.	
28	**STS criteria**	
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	
	Verified?	**Yes**
	PCS Comment	
	See points 24 and 26 above.	
29	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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 point 24 above.	
30	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	
	Verified?	**Yes**
	PCS Comment	
	See point 24 above.	

31	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	Verified?	**Yes**
	PCS Comment	

	See the Mortgage Loan Criteria set out in §(z) of Section 7.3 (*Mortgage Loan Criteria*): *<<(z) At least one (1) (interest) payment has been made in respect of the Mortgage Loan with respect to mortgage receivables assigned on the Closing Date.>>*.

32	**Legislative text – *Article 20 - Requirements relating to simplicity***	**GO TO TABLE OF CONTENTS**
	20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced. The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 6.2 (*Description of Mortgage Loans*), sub (*Mortgage Loan Types*), third paragraph, pursuant to which the repayment to be made to the Noteholders has not been structured to depend predominantly on the sale of the Mortgaged Assets. In this respect, see also the statement in Section 4.4 (*Regulatory and Industry Compliance - EU STS Securitisation* - §(l). Although there was some uncertainty over the status of interest-only mortgages, this has been definitively cleared up by the EBA Guidelines specific statement that this criterion was not designed to capture these products. Accordingly, none of the assets in the pool display any predominant reliance on the sale of the assets.	

33	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	Verified?	**Yes**
	PCS Comment	
	See statement in §(m) of Section 4.4 - EU STS Securitisation: *<<(m) In connection with the requirements stemming from Article 21(1) of the EU Securitisation Regulation, the Risk Retention Undertaking Letter includes a representation and warranty and undertaking of the Retention Holders (in their capacity as "originator" under the EU Securitisation Regulation) as to its compliance with the requirements set forth in Article 6 of the EU Securitisation Regulation (see also the paragraph entitled EU and UK Risk Retention under this Section 4.4 (Regulatory and Industry Compliance)).>>*	

	See clause 10 (*EU and UK risk retention undertakings*) of the MRPA for detailed provisions on risk retention. The two Sellers are the "Retention Holders". See "EU and UK Risk Retention". *<<(…) As at the Closing Date, such material net economic interest will in accordance with paragraph 3 item a of Article 6 of the EU Securitisation Regulation and (…)>>.* In this respect, we also note that the Sellers (see Section 3.4 Sellers) are two compartments of Athora Lux Invest, named respectively "Duration Fund" (the "**Athora German Fund**") and "Duration Fund AB" (the "**Athora Belgian Fund**"). Since their incorporation the two Sellers have carried our several financial activities. Therefore, they are not described as entities established or that operate for the sole purpose of securitising exposures, which would preclude their eligibility as "originator" for the purposes of the retention requirements under Article 6 of the STS Regulation. PCS due diligence confirmed that the two Sellers are "entities of substance" in consideration of both the broader business enterprise, as well as the material support from capital, assets and or other income not linked to the current securitisation. Both of these Funds were established well in advance of the current securitisation, with significant assets under management for each of the Funds, and both have wider business strategies which do not rely or revolve around this securitisation. Both Funds have a wide range of investment discretions to invest in a multitude of assets including debt securities of the sort envisaged by this transaction. Both of them also have developed corporate governance regimes, with a delegation to an authorised and approved external alternative investment fund manager, as well as delegation for some of the management to Apollo (as a general partner), which has significant experience in pursuing the business strategy for the two Funds.

34	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	34. The interest rate…risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	**Yes**
	PCS Comment	
	See Section 5.4 (*Hedging – Interest Rate Hedging*) for a description of the Swap Agreement. *<<The Mortgage Loan Criteria require that all Mortgage Receivables sold and assigned to the Issuer at Closing bear a fixed rate of interest (as further described in Section 6.2 (Description of Mortgage Loans)). The interest rate payable by the Issuer with respect to the Floating Rate Notes is calculated as a margin over three month Euribor. The Issuer will hedge the interest rate exposure in respect of the Floating Rate Notes by entering into the Swap Agreement with the Swap Counterparty.>>.* Clearly and explicitly, "appropriate" hedging does not require "perfect" hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a "major share" of the risk from an "economic perspective". However, the definition of "appropriate" hedging or a "major share" of the risk will always contain an element of subjectivity and must be analysed on a case by case basis. The fact that the STS Regulation was crafted by the legislators to recognise existing high-quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion. This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on: • A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario's it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable. • Risk Factors section of the prospectus to check that no statements refer to the risks of "unhedged positions". This is based on the legal requirement to disclose any relevant information to investors. If the seller or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section.	

	• The "pre-sale" report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks. ***In the case of the Transaction, the analysis is straightforward. All Mortgage Receivables sold and assigned to the Issuer bear a fixed rate of interest. The interest rate payable by the Issuer with respect to the Floating Rate Notes is calculated as a margin over three-month Euribor. The potential mismatch between the interest received on the Mortgage Loans and the interest due on such Notes is hedged through the Swap Agreement.***	
35	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	**Yes**
	PCS Comment	
	See statement on absence of any currency risk applying to this Transaction in Section 4.4 (EU STS Securitisation), §(n).	
36	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	36. Any measures taken to that effect shall be disclosed.	
	Verified?	**Yes**
	PCS Comment	
	See Section 5.4 (*Hedging*), where disclosure on the Swap Agreement is provided. See also statement on interest rate risk mitigation in Section 4.4 (*EU STS Securitisation*), §(m).	

37	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.2. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and…	
	Verified?	**Yes**
	PCS Comment	
	See statement on the absence of other derivative contracts, in Section 4.4 (EU STS Securitisation) - §(m) last sentence: *<<Other than the Swap Agreement, no derivative contracts are entered into by the Issuer (except for a replacement swap agreement following termination of the Swap Agreement).>>.*	

	The Issuer has also undertaken in the Terms and Conditions of the Notes not to carry out any business other than as described in the Prospectus and as contemplated in the Transaction Documents and more specifically in Condition 3(l)(Covenants of the Issuer), the Issuer has also covenanted not to *<<enter into derivative contracts (other than a replacement swap agreement following termination of the Swap Agreement), except as provided for in the Transaction Documents.>>*.	
38	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	38. …Shall ensure that the pool of underlying exposures does not include derivatives.	
	Verified?	**Yes**
	PCS Comment	
	See Section 7.3(Mortgage Loan Criteria - Several), §(nn)(B), confirming that *<<(B) no Mortgage Loan includes any derivatives for purposes of Article 21(2) of the EU Securitisation Regulation;>>*. Further, no eligible investments are contemplated and therefore no derivatives will be included in the SPV's assets through these.	
39	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	Verified?	**Yes**
	PCS Comment	
	See Section 5.4 (Hedging) for a general description of the Swap Agreement. It is also noted that the definition of Swap Agreement confirms that the agreement is entered into under a 2002 ISDA Master Agreement.	

40	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	
	Verified?	**Yes**
	PCS Comment	
	As for assets: see specific statement in Section 4.4 EU STS Securitisation, §(n), confirming that *<<(n) In connection with the requirements stemming from Article 21(3) of the EU Securitisation Regulation, the Mortgage Interest Rate applicable to each Mortgage Receivable is a fixed rate which is to be periodically reset from time to time in accordance with its Mortgage Conditions on any Mortgage Receivable Reset Date. Hence, any referenced interest payments under the Mortgage Loans and the rate of interest applicable to the Notes are based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and do not reference complex formulae or derivatives (see Section 6.2 (Description of Mortgage Loans)).>>*.	

	The procedure for the interest rate reset is described in Section 7.5 (Interest rate (re)setting in respect of Mortgage Receivables). Any reset is made in accordance with the "Original Lender Interest Rate Policy", attached as Schedule 6 to the MRPA. In this respect, see also criterion §(aa) of Section 7.3 (Mortgage Loan Criteria) <<*(aa) The interest rate in respect of each Mortgage Loan was set at the level in accordance with the Original Lender Interest Rate Policy.*>>. For further details on the underlying Mortgage Loans, see Section 6.2 (*Description of Mortgage Loans*). As for liabilities: see Section 4.1(Terms and Conditions of the Notes) sub 4 (Interest) –outlining the interest rate applicable to the various classes of Notes. Floating rate is based on Euribor. In the light of the above, PCS is prepared to verify that this criterion is satisfied.

41	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.4. Where an enforcement or an acceleration notice has been delivered: (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures; (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position; (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	41. Where an enforcement or an acceleration notice has been delivered: (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;	
	Verified?	**Yes**
	PCS Comment	
	No cash is trapped. See specific confirmation in Section 4.4 *EU STS Securitisation* - §(o). <<*(o) In connection with the requirements stemming from Article 21(4) of the EU Securitisation Regulation, the STS notification contains a statement that following the delivery of an Enforcement Notice, no Enforcement Available Amount shall be retained in the Issuer Accounts beyond what is necessary to discharge the costs and expenses likely to be incurred in connection with the ordinary operational functioning of the Issuer (including any liquidation costs) or the orderly repayment of amounts due to the Noteholders in accordance with the Post-Enforcement and Call Option Exercise Priority of Payments, unless exceptional circumstances (as to be determined by the Security Trustee) require that an amount is retained in the Issuer Accounts in order to be used, in the best interests of Noteholders, for expenses in order to avoid the deterioration in the credit quality of the Mortgage Loans (see also Conditions 6 (Redemption), 10 (Events of Default) and 11 (Enforcement) and Section 5.2 (Priority of Payments)). In addition, for the purpose of compliance with Article 21(4) and Article 21(9) of the EU Securitisation Regulation, (i) the issuance of an Enforcement Notice, delivery of which by the Security Trustee will trigger a change in the priorities of payments upon Enforcement and (ii) any change in the priorities of payment which will materially adversely affect the repayment of the Notes, will be reported to the Noteholders without undue delay (see also Condition 10 (Events of Default) and Section 5.2 (Priority of Payments)). The Sellers and the Issuer confirm that upon the issuance of an Enforcement Notice, (i) no amount of cash shall be trapped in the Issuer Accounts and the Notes will amortise sequentially and (ii) no automatic liquidation for market value of the Mortgage Receivables is required under the Transaction Documents. (…)*>>	

	See also the "Post-Enforcement and Call Option Exercise Priority of Payments" set out in Section 5.2 (*Priority of Payments*).	
42	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;	
	Verified?	**Yes**
	PCS Comment	
	See confirmation in Section 4.4 EU STS Securitisation, §(p), that the Notes will amortise sequentially. See also the "Post-Enforcement and Call Option Exercise Priority of Payments" set out in Section 5.2 (Priority of Payments). items (e)(fifth) et seq. On this basis PCS is prepared to verify this requirement.	
43	**STS criteria**	
	43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	
	Verified?	**Yes**
	PCS Comment	
	See point 42 above.	
44	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	Verified?	**Yes**
	PCS Comment	
	See in Section 4.1 (Terms and Conditions, the provisions of Conditions 10 (Events of Default) and 11 (Enforcement, Limited Recourse and Non-Petition). See statement in §(o)(ii) of Section "EU STS Securitisation": *<<(ii) no automatic liquidation for market value of the Mortgage Receivables is required under the Transaction Documents.>>*	

45	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	
	STS criteria	**SEE RELATED EBA GUIDELINES**

	45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	
	Verified?	**Yes**
	PCS Comment	
	The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment in relation to the amortisation of the Notes. The Transaction does not have such non-sequential priorities. See point 42 above. Amortisation is sequential both pre and post enforcement. This is also confirmed by a specific statement in Section 4.4 §(p). See also "Status & ranking".	

46	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following: (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; (b) the occurrence of an insolvency-related event with regard to the originator or the servicer; (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event); (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:	
	Verified?	**Yes**
	PCS Comment	
	See statement in §(q) of "EU STS Securitisation": *<<(q) In connection with the requirements stemming from Article 21(6) of the EU Securitisation Regulation, the Issuer shall not purchase any Further Advance Receivables, Ported Mortgage Receivables or Non-First Mortgage Receivable unless each of the Additional Purchase Conditions is met.>>* See the definition of "Additional Purchase Conditions" in Section 9.1. The "Additional Purchase Conditions" also include the non-occurrence of any Assignment Notification Event or Pool Level Conditions.	
47	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	47. (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	
	Verified?	**Yes**

	PCS Comment	
	See the definition of "Additional Purchase Conditions" in Section 9.1. containing also the following: *<<(g) the percentage of Mortgage Receivables which are more than 90 calendar days in arrears do not represent more than 0.50% (by Outstanding Principal Amount) of the Final Portfolio on the immediately preceding Mortgage Calculation Date;* *(h) the aggregate Realised Losses do not exceed 0.25% of the Outstanding Principal Amount of all Mortgage Receivables as at the Closing Date;>>.* See also the considerations under point 46 above.	
48	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	48. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	
	Verified?	**Yes**
	PCS Comment	
	<u>As for insolvency-related event with regard to the Sellers as originators</u>, considering that the "originator" in this case are the two Sellers, the following provisions of the Additional Purchase Conditions should apply: *<<(b) the relevant Seller will represent and warrant to the Issuer and the Security Trustee the matters set out in the clauses providing for the representations and warranties relating to the Mortgage Loans, the Mortgage Receivables and the relevant Seller in the Mortgage Receivables Purchase Agreement with respect to the Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables sold and relating to the relevant Seller;* *(c) no failure by the relevant Seller to comply with its obligations under Clause 16 (Repurchase of Mortgage Receivables) of the Mortgage Receivables Purchase Agreement;>>.* See also the following R&Ws relating to the relevant Seller, as set out in Section 7.2: *<<(h) the relevant Seller has the power of disposition (is beschikkingsbevoegd) to assign each relevant Mortgage Receivable, Further Advance Receivable, Ported Mortgage Receivable and/or Non-First Mortgage Receivable and no restrictions on the sale and assignment of the Mortgage Receivables are in effect and the Mortgage Receivables are capable of being assigned or pledged;>>* *<<(i) the relevant Seller has the corporate power and capacity to sell and assign the relevant Mortgage Receivables, relevant Further Advance Receivables, Ported Mortgage Receivables and/or relevant Non-First Mortgage Receivables and/or the relevant Beneficiary Rights relating thereto;>>* **<u>As for insolvency-related event with regard to the Original Lender and Servicer</u>**: see the following Additional Purchase Conditions: *<<(v) the Issuer has not received a notice that the Original Lender has terminated extension of Mortgage Loans in the Netherlands;>>.* See also the following Assignment Notification Events: *<<(d) the Original Lender has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its entering into (preliminary) suspension of payments ((voorlopige) surseance van betaling), or for bankruptcy (faillissement) or for any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer to it or of any or all of its assets; or* *(e) the Original Lender has taken any corporate action or other steps have been taken or legal proceedings have been instituted against it for its dissolution (ontbinding) and liquidation (vereffening) or legal demerger (juridische splitsing) or its assets are placed under administration (onder bewind gesteld); or>>.*	
49	**STS criteria**	**SEE RELATED EBA GUIDELINES**

	49. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	
	Verified?	**Yes**
	PCS Comment	
	See the following Additional Purchase Conditions, as set out in Section 9.1: *<<(j) there is no debit balance on the Principal Deficiency Ledger on the immediately preceding Notes Calculation Date;>>*. Therefore, a condition for purchasing Further Advance Receivables, Ported Mortgage Receivables and Non-First Mortgage Receivables is that there is no balance standing to the debit of any Principal Deficiency Ledger.	
50	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	50. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
	Verified?	**Yes**
	PCS Comment	
	See the following Additional Purchase Conditions, as set out in Section 9.1: *<<(v) the Issuer has not received a notice that the Original Lender has terminated extension of Mortgage Loans in the Netherlands;>>*. PCS has considered this requirement satisfied, also considering that, on an ongoing basis, only Further Advance Receivables, Ported Mortgage Receivables and/or relevant Non-First Mortgage Receivables will be transferred to the Issuer.	

51	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.7. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers; (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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	

	See Section 3.5 (Original Lender and Servicer) and Section 7.4 (Servicing Agreement), for the Servicer; Section 3.3 (Security Trustee), for the Security Trustee; Section 3.7 (Issuer Administrator), for the Issuer Administrator; Section 3.9 (Swap Counterparty) and 5.4 (Hedging), for the Swap Counterparty; Section 3.4 (Sellers), for the Sellers and the originators; Section 5.6 (Transaction Accounts), for the Issuer Account Bank.
52	**STS criteria** — SEE RELATED EBA GUIDELINES
	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
	See Section 7.4 (Servicing Agreement), which provides certain servicer termination events and where it is provided that the termination of the Servicing Agreement by either the Issuer or the Servicer and the Security Trustee or the Servicer will be subject, among other things to the appointment of a substitute servicer. The appointment of a Back-Up Servicer is also required upon certain conditions (see sub-paragraph headed "Back-Up Servicer Request"). See also the covenant of the Issuer contained in Clause 12(m) of the Trust Deed as to the use of reasonable efforts to make sure that all steps reasonably required to find a substitute servicer are taken.
53	**STS criteria** — SEE RELATED EBA GUIDELINES
	53. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.
	Verified? — **Yes**
	PCS Comment
	In respect of the Swap Counterparty, see Section 5.4 (Hedging). See also the following Issuer Covenants in the Trust Deed, Clause 11(p): *<<The Issuer shall use commercially reasonable efforts to procure a replacement Swap Counterparty upon termination of the Swap Agreement;>>* In respect of the Issuer Account Bank, see Section 5.6 (Transaction Accounts), § entitled "Rating Account Banks".

54	**Legislative text – *Article 21 - Requirements relating to standardisation*** — GO TO TABLE OF CONTENTS
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.
	STS criteria — SEE RELATED EBA GUIDELINES
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised

	Verified?	**Yes**
	PCS Comment	
	See description of servicing activities, outsourced to Adaxio (and statements on its expertise), as contained in Section 6.3 (*Origination and Servicing*). It is also noted - see Section 3.5 (*Original Lender and Servicer*) - that: <<*Fenerantis has no employees and all activities have been outsourced to the Fenerantis Subcontractors.*>> See the statement contained in Section 4.4 (EU STS Securitisation - §(s), as set out in point 21 above, and confirming expertise also in servicing receivables of a similar nature. The above statement needs to be read in conjunction with the description on servicing on Sections 3.5 (Original Lender and Servicer) and 6.3 (Origination and servicing), describing the subcontractor structure. On this basis, and in the light of the due diligence carried out, PCS considers this requirement addressed. The EBA Guidelines provide that an entity that has serviced similar assets for at least five years will be deemed to meet the expertise criterion. See PCS was provided with documentation confirming compliance with this requirement, particularly as to the status of Adaxio and the CMIS group.	
55	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	Verified?	**Yes**
	PCS Comment	
	See point 54 above. See also policies/procedures described in Section 6.3 (Origination and Servicing). The EBA Guidelines specify that this criterion should be considered satisfied if the servicer is a prudentially regulated financial institution. The criterion is also met, in the case the servicer is not a regulated entity, if it is provided a proof of existence of well-documented and adequate policies and risk management controls 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. Copy of a special report by a reputable rating agency on the activity of CMIS (and its servicer division Adaxio) as servicer has been provided to PCS in the context of its due diligence. Based on the above, PCS is prepared to consider this requirement satisfied.	

56	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	56. The transaction documentation shall set out in clear and consistent terms definitions	
	Verified?	**Yes**
	PCS Comment	

	See point 55 above.	
57	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	57. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	Verified?	**Yes**
	PCS Comment	
	See point 55 above. PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	

58	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	
	STS criteria	
	58. The transaction documentation shall clearly specify the priorities of payment,	
	Verified?	**Yes**
	PCS Comment	
	See Section 5.2 (*Priority of Payments*). PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
59	**STS criteria**	
	59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	
	Verified?	**Yes**
	PCS Comment	
	See Section 4.1 (*Terms and Conditions*), Condition 10 (*Events of Default*). See also point 45 above. PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
60	**STS criteria**	
	60. The transaction documentation shall clearly specify the obligation to report such events.	

	Verified?	**Yes**
	PCS Comment	
	This is a future event – See statement in Section 8 (*GENERAL*), paragraph 16, which provides that *<<16 Any change in the Priorities of Payments which will materially adversely affect the repayment of the securitisation position or any other significant event, including but not limited to: (…) shall be reported by the Issuer Administrator, on behalf of the Issuer, to Noteholders without delay, subject to Dutch and European Union law governing the protection of confidentiality of information and the processing of personal data (…).>>.* See also in Section 4.1(*Terms and Conditions*), the provision of Condition 10 (*Events of Default*), which contains the undertaking to report such events. PCS notes the existence of such covenant in the Prospectus.	
61	**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 point 60 above. This a future event – an undertaking to report is contained in the Prospectus. This criterion requires notification to investors of events occurring in the future. Therefore, 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. 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. *PCS has identified the existence of such a covenant.*	

62	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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 Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*) and the Trust Deed. (a) the method for calling meetings; as for method: Condition 14 and Condition 13. See also Trust Deed, Schedule 1 (*Provisions for Meetings of Noteholders*), Clause 2 (*Convening the Meeting*) and Clause 3.1 (*Notices*). (b) the maximum timeframe for setting up a meeting: Pursuant to the Trust Deed, Schedule 1, clause 3.1, a meeting shall be convened not less than fourteen (14) and not more than twenty-one (21) calendar days before the Meeting. See also Clause 6.3 for the case of adjourned meeting.	

	(c) the required quorum: Condition 14(a) and (b). See also Trust Deed, Schedule 1, Clause 6 (*Quorum*); (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: extraordinary: Condition 14(b)(Quorum) of Terms and Conditions of the Notes, and Clause 9.1 and Schedule 1 of the Trust Deed; (e) where applicable, a location for the meetings which should be in the EU: see Trust Deed, Schedule 1, clause 3.1 and 7. 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 documents to verify that all the five required provisions are indeed present.

63	**Legislative text – *Article 21 - Requirements relating to standardisation***	**GO TO TABLE OF CONTENTS**
	21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	
	Verified?	**Yes**
	PCS Comment	
	See Section 3.3 on Security Trustee. See also Condition 14(e) (*Modifications, waiver, authorisations*) in Section 4.1 "Terms and Conditions". See also Section 4.4 *EU STS Securitisation*, §(u), referring to the role of the Security Trustee under Trust Deed, particularly in the context of Noteholders' meetings and the relevant decisions.	

64	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	64. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 EU STS Securitisation, §(v), stating that: *<<(v) The Reporting Entity (in its capacity as SSPE under the EU Securitisation Regulation) (or any agent acting on its behalf) has provided to potential investors (i) the information regarding the Mortgage Receivables pursuant to Article 22(1) of the EU Securitisation Regulation over the past 5 years as set out in Section 6.3 (Origination and servicing), a draft of which is made available to such potential investors prior to the pricing of the Notes and (ii) the liability cash flow model as referred to in Article 22(3) of the EU Securitisation Regulation published by Bloomberg and Intex prior to the*	

	pricing of the Notes and will, after the date of this Prospectus, on an ongoing basis make the liability cash flow model published by Bloomberg and Intex available to Noteholders and, upon request, to potential investors in accordance with Article 22(3) of the EU Securitisation Regulation (see also paragraph 23 of Section 8 (General)).>>.	
65	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
	Verified?	**Yes**
	PCS Comment	
	See statements in this respect contained in the sections mentioned in point 64 above. In particular, the data relate to *<<the information regarding the Mortgage Receivables pursuant to Article 22(1) of the EU Securitisation Regulation over the past 5 years as set out in Section 6.3 (Origination and servicing), a draft of which is made available to such potential investors prior to the pricing of the Notes>>.*	
66	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	66. Those data shall cover a period no shorter than five years.	
	Verified?	**Yes**
	PCS Comment	
	See statements in this respect contained in the sections mentioned in point 64 above.	

67	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	67. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 (EU STS Securitisation - §(w). See also Section 8 (General) §20, confirming that *<<20. The Mortgage Loans comprised in the provisional portfolio (as extracted from the systems of the Servicer as at 31 October 2021) (the "October 2021 Pool") have been subject to external verification by an appropriate and independent third-party (including a verification that the data disclosed in respect of the Mortgage Loans is accurate) of a random sample of 449 Loan Parts (with the total October 2021 Pool consisting of 6243 Loan Parts) which was completed on 22 March 2022. For the verification of the Mortgage Loans a confidence level of 99% was applied. No significant adverse findings were found.*	

	In addition, certain of the Mortgage Loan Criteria have been verified against the entire loan-by-loan data tape in respect of the Provisional Portfolio and no adverse findings have been found. The Further Advance Receivables, Ported Mortgage Receivables or Non-First Mortgage Receivables sold by the relevant Seller to the Issuer after the Closing Date will not be subject to an agreed-upon procedures review. (…)>>. PCS has reviewed a draft of the report detailing the results of the verification exercise carried out by an appropriate independent party, including the analysis of the "agreed upon procedures" (AUP) commonly known as a "pool audit" and on this basis it is prepared to verify this point.
68	**STS criteria** — **SEE RELATED EBA GUIDELINES**
	68. Including verification that the data disclosed in respect of the underlying exposures is accurate.
	Verified? — **Yes**
	PCS Comment
	See statement in point 67 above.

69	**Legislative text – *Article 22 - Requirements relating to transparency*** — **GO TO TABLE OF CONTENTS**
	22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.
	STS criteria — **SEE RELATED EBA GUIDELINES**
	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
	See statement in Section 4.4 EU STS Securitisation, confirming that *<<(v) The Reporting Entity (in its capacity as SSPE under the EU Securitisation Regulation) (or any agent acting on its behalf) has provided to potential investors (i) the information regarding the Mortgage Receivables pursuant to Article 22(1) of the EU Securitisation Regulation over the past 5 years as set out in Section 6.3 (Origination and servicing), a draft of which is made available to such potential investors prior to the pricing of the Notes and (ii) the liability cash flow model as referred to in Article 22(3) of the EU Securitisation Regulation published by Bloomberg and Intex prior to the pricing of the Notes and will, after the date of this Prospectus, on an ongoing basis make the liability cash flow model published by Bloomberg and Intex available to Noteholders and, upon request, to potential investors in accordance with Article 22(3) of the EU Securitisation Regulation (see also paragraph 23 of Section 8 (General)).>>* The criterion requires an accurate liability model to be circulated to prospective investors pre-pricing. To verify this criterion, PCS will require to see the model or an excerpt thereof. It will then require a statement by the originator that the model was circulated as required by the criterion. PCS is not a modelling firm nor has any modelling expertise. Therefore, it will not verify the model's accuracy or perform any due diligence whatsoever on the model. However, it will seek to satisfy itself indirectly as to the likelihood of the model's accuracy by requesting details of the individuals (if employed by the originator) or the firms (if the model is outsourced) responsible for the model. PCS will then assess whether, in its sole opinion, the model was put together by persons or firms with a reputation and a track-record in such models. ***Having read a statement in the prospectus that the model will be made available in accordance with the requirements of the criteria and assessed the firm responsible for the model, PCS is prepared to verify this criterion.***

70	**STS criteria**	**SEE RELATED EBA GUIDELINES**
	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 statement in Section 4.4 - Reporting under the EU Securitisation Regulation: *<<(i) The Reporting Entity (or any agent on its behalf) will: (…)* *(c) make available, by publication by Bloomberg or Intex, on an ongoing basis, the liability cash flow model as referred to in Article 22(3) of the EU Securitisation Regulation to Noteholders and, upon request, to potential investors in accordance with Article 22(3) of the EU Securitisation Regulation and if there are any significant changes to the cash flows, will update such liability cash flow model accordingly>>* See also Section 8 (*General*), §22: *<<22. Intertrust Administrative Services B.V., as Issuer Administrator on behalf of the Reporting Entity, will make available to investors, from the issue date until the Notes are redeemed in full, a cash flow model of the transaction described in this Prospectus, via Bloomberg and Intex (which models have been made available to potential investors prior to pricing of the securitisation transaction described herein by the Co-Arrangers).>>* Although technically covering the period between pricing and close, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement. PCS notes the existence of such covenant in the Prospectus (see the Sections mentioned above).	

71	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1). By way of derogation from the first subparagraph, originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors. 22.6 By 10 July 2021, the ESAs shall develop, through the Joint Committee of the European Supervisory Authorities, draft regulatory technical standards in accordance with Articles 10 to 14 of Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 on the content, methodologies and presentation of information referred to in the second subparagraph of paragraph 4 of this Article, in respect of the sustainability indicators in relation to adverse impacts on the climate and other environmental, social and governance-related adverse impacts.	
	STS criteria	**SEE RELATED EBA GUIDELINES**
	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). … originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors.	
	Verified?	**Yes**

	PCS Comment
	See statement in Section 4.4, EU STS Securitisation, §(x): *<<(x) For the purpose of compliance with the requirements stemming from Article 22(4) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation confirms that it will report on the environmental performance of the Mortgage Receivables, to the extent such information is available, in accordance with article 22(4) of the EU Securitisation Regulation (see also paragraph 21 of Section 8 (General)).>>* This environmental impact criterion only applies to mortgages and car loan securitisations. The EBA Guidelines though make it clear that an originator is only required to disclose information that is in its possession and captured in its internal data base or IT systems. PCS notes the statement made in the prospectus by the Sellers, that they will report such information to the extent available. As to the impacts on sustainability factors, PCS was informed that, for the time being, no specific publication is envisaged.

72	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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 the following statement contained in the Section 4.4, EU STS Securitisation, §(y): *<<(y) (…).For the purpose of compliance with Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originator under the EU Securitisation Regulation have, in accordance with Article 7(2) of the EU Securitisation Regulation, designated amongst themselves the SSPE as the Reporting Entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of Article 7(1) and Article 22 (5) of the EU Securitisation Regulation. The Sellers, in their capacity as originator under the EU Securitisation Regulation are responsible for compliance with Article 7 of the EU Securitisation Regulation (see also section 5.8 (Transparency Reporting Agreement)). (…)>>.*	

73	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	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	
	See the statement contained in the Section 4.4, EU STS Securitisation, §(y): *<<(…) As to the pre-pricing information, the Reporting Entity confirms that it has made available to potential investors before pricing the information under point (a) of Article 7, paragraph 1, of the EU Securitisation Regulation upon request and the information under points (b) and (d) of Article 7, paragraph 1, Article 22(1) and Article 22 (5) of the EU Securitisation Regulation in draft form.>>*.	
74	**STS criteria**	
	74. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	
	Verified?	**Yes**
	PCS Comment	
	See the statement contained in the Section 4.4, EU STS Securitisation, §(y): *<<(…) As to the pre-pricing information, the Reporting Entity confirms that it has made available to potential investors before pricing the information under point (a) of Article 7, paragraph 1, of the EU Securitisation Regulation upon request and the information under points (b) and (d) of Article 7, paragraph 1, Article 22(1) and Article 22 (5) of the EU Securitisation Regulation in draft form.>>*.	

75	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	
	STS criteria	
	75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	
	Verified?	**Yes**
	PCS Comment	
	See the following statement contained in the Section 4.4, EU STS Securitisation, §(y): *<<(y) (…) Copies of the final Transaction Documents and the Prospectus shall be published by means of the EU Securitisation Repository no later than fifteen (15) calendar days after the Closing Date. (…)>>*. See also statement in Section 4.4 - Reporting under the EU Securitisation Regulation, §(iii): *<<(iii) The Reporting Entity confirms that:* *(a) it has made available this Prospectus and the Transaction Documents as required by Article 7(1)(b) of the EU Securitisation Regulation (in draft form) prior to the pricing of the Notes and that it will procure that final documents are provided no later than 15 days after the Closing Date;>>* This criterion requires document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Sellers will need to inform ESMA and the STS status of the securitisation will be lost.	

	Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement. PCS notes the existence of such covenant in the Prospectus (see the Section mentioned above).

76	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;	
	STS criteria	
	76. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (a) information on the underlying exposures on a quarterly basis,	
	Verified?	**Yes**
	PCS Comment	
	See the following statement contained in the Section 4.4, EU STS Securitisation, §(y): *<<(y) (…) As to the post-closing information, the SSPE as Reporting Entity will (or will procure that any agent will on its behalf) for the purposes of Article 7 of the EU Securitisation Regulation from the Signing Date, publish by no later than the relevant Notes Payment Date (a) a quarterly investor report in respect of each Notes Calculation Period, as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the Transparency Investor Report simultaneously with the relevant loan-by-loan information and (b) the relevant loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period, as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the Transparency Data Tape simultaneously with the relevant quarterly investor report. In addition, the Reporting Entity (or any agent on its behalf) will publish or make otherwise available the reports and information referred to above as required under Article 7 and Article 22 of the EU Securitisation Regulation by means of the EU SR Repository.>>.* All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' analysis in Note 75 above. See also the definition of "Transparency Data Tape". PCS notes the existence in the Prospectus of a covenant to provide all the Article 7(1)(a) information.	

77	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents: (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions; (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust; (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator; (iv) the servicing, back-up servicing, administration and cash management agreements;	

	(v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value; (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	STS criteria	
	77. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents: (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 - Reporting under the EU Securitisation Regulation §(ii): *<<(ii) The Reporting Entity confirms that:* *(a) it has made available this Prospectus and the Transaction Documents as required by Article 7(1)(b) of the EU Securitisation Regulation (in draft form) prior to the pricing of the Notes and that it will procure that final documents are provided no later than 15 days after the Closing Date;>>.*	
78	**STS criteria**	
	78. (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
79	**STS criteria**	
	79. (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
80	**STS criteria**	
	80. (iv) the servicing, back-up servicing, administration and cash management agreements;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	

81	**STS criteria**	
	81. (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	
82	**STS criteria**	
	82. (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	Verified?	**Yes**
	PCS Comment	
	See point 77 above.	

83	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	STS criteria	
	83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	Verified?	**Yes**
	PCS Comment	
	See Section 5.2 (*Priority of Payments*). See also Clauses 5, 6 and 7 of the Trust Deed.	

84	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable: (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;	

	(iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	STS criteria	
	84. (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable: (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	
	The Prospectus is intended to be made in compliance with the Prospectus Regulation (see cover page). This requirement, therefore, does not apply.	
85	**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.	
86	**STS criteria**	
	86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;	
	Verified?	**Yes**
	PCS Comment	
	Not applicable.	
87	**STS criteria**	
	87. (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	Verified?	**Yes**
	PCS Comment	
	Not applicable.	

88	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS

	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	STS criteria	
	88. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 - Reporting under the EU Securitisation Regulation §(iii): *<<(ii) The Reporting Entity confirms that: (…)* *(b) the EU STS Notification required pursuant to Article 7(1)(d) of the EU Securitisation Regulation (and prepared in accordance with the EU STS Notification Technical Standards) has been made available (in draft form) by means of the EU SR Repository prior to the pricing of the Notes and it will procure that the final EU STS Notification will be notified to ESMA, the CSSF, DNB and AFM and published as described below;>>*	
89	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following: (i) all materially relevant data on the credit quality and performance of underlying exposures; (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	
	STS criteria	
	89. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 - Reporting under the EU Securitisation Regulation - §(i)(a). *<<(i) The Reporting Entity (or any agent on its behalf) will:* *(a) publish a quarterly investor report in respect of each Notes Calculation Period, as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the Transparency Investor Report by no later than the relevant Notes Payment Date simultaneously with the relevant loan-by-loan information; and (…)>>.*	
90	**STS criteria**	

	90. (i) all materially relevant data on the credit quality and performance of underlying exposures;	
	Verified?	**Yes**
	PCS Comment	
	See point 89 above.	
91	**STS criteria**	
	91. (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	Verified?	**Yes**
	PCS Comment	
	See point 89 above.	
92	**STS criteria**	
	92. (ii)…and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;	
	Verified?	**Yes**
	PCS Comment	
	See point 89 above.	
93	**STS criteria**	
	93. (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	
	Verified?	**Yes**
	PCS Comment	
	See point 89 above.	

94	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	STS criteria	

	94. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;
	Verified? | **Yes**
	PCS Comment
	See statement in Section 4.4 - Reporting under the EU Securitisation Regulation - §(i)(d). *<<For the purposes of Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originators under the EU Securitisation Regulation, have designated and appointed the SSPE as the Reporting Entity for compliance with the requirements of Article 7 of the EU Securitisation Regulation and applicable national implementing measures under the Transparency Reporting Agreement. The Reporting Entity will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf. (…)* *(i) (d) publish any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (the Inside Information and Significant Event Report) without delay and in accordance with the Article 7 Technical Standards; (…)>>.*

95	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (g) where point (f) does not apply, any significant event such as: (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach; (ii) a change in the structural features that can materially impact the performance of the securitisation; (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation; (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions; (v) any material amendment to transaction documents.	
	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 statement in Section 4.4 - Reporting under the EU Securitisation Regulation - §(i)(d). *<<For the purposes of Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originators under the EU Securitisation Regulation, have designated and appointed the SSPE as the Reporting Entity for compliance with the requirements of Article 7 of the EU Securitisation Regulation and applicable national implementing measures under the Transparency Reporting Agreement. The Reporting Entity will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf. (…)* *(i) (d) publish any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (the Inside Information and Significant Event Report) without delay and in accordance with the Article 7 Technical Standards; (…)>>.*	
96	**STS criteria**	

	96. (ii) a change in the structural features that can materially impact the performance of the securitisation;	
	Verified?	**Yes**
	PCS Comment	
	See point 95 above.	
97	**STS criteria**	
	97. (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;	
	Verified?	**Yes**
	PCS Comment	
	See point 95 above.	
98	**STS criteria**	
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;	
	Verified?	**Yes**
	PCS Comment	
	See point 95 above.	
99	**STS criteria**	
	99. (v) any material amendment to transaction documents.	
	Verified?	**Yes**
	PCS Comment	
	See point 95 above.	

100	**Legislative text – *Article 22 - Requirements relating to transparency***	GO TO TABLE OF CONTENTS
	7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (…ABCP provisions)	
	STS criteria	

	100. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (…ABCP provisions)	
	Verified?	**Yes**
	PCS Comment	
	See statement in Section 4.4 - Reporting under the EU Securitisation Regulation - §(i)(a) and (i)(b). *<<For the purposes of Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originators under the EU Securitisation Regulation, have designated and appointed the SSPE as the Reporting Entity for compliance with the requirements of Article 7 of the EU Securitisation Regulation and applicable national implementing measures under the Transparency Reporting Agreement. The Reporting Entity will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf.* *(i) The Reporting Entity (or any agent on its behalf) will:* *(a) publish a quarterly investor report in respect of each Notes Calculation Period, as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the Transparency Investor Report by no later than the relevant Notes Payment Date simultaneously with the relevant loan-by-loan information;* *(b) publish on at least a quarterly basis certain loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period, as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the Transparency Data Tape (which will also contain any information to be provided in accordance with Article 22 (3) and Article 22 (4) of the EU Securitisation Regulation) by no later than the relevant Notes Payment Date simultaneously with the relevant quarterly investor report; (…)>>.*	

101	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.1. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated. In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation. Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.	
	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 statement in Section 4.4 - Reporting under the EU Securitisation Regulation - §(i)(d). *<<For the purposes of Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originators under the EU Securitisation Regulation, have designated and appointed the SSPE as the Reporting Entity for compliance with the requirements of Article 7 of the EU Securitisation Regulation and applicable national implementing measures under the Transparency Reporting Agreement. The Reporting Entity will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf. (…)*	

	(i)(d) publish any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (the Inside Information and Significant Event Report) without delay and in accordance with the Article 7 Technical Standards; (…)>>.

102	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**
	7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1. The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository. Or The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.	
	STS criteria	
	102. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1. The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.	
	Verified?	**Yes**
	PCS Comment	
	As for the designation of an entity to fulfil the information requirements, see statement at the inception of Section 4.4 - Reporting under the EU Securitisation Regulation. *<<For the purposes of Article 7(2) of the EU Securitisation Regulation, the Reporting Entity, in its capacity as SSPE under the EU Securitisation Regulation and the Sellers, in their capacity as originators under the EU Securitisation Regulation, have designated and appointed the SSPE as the Reporting Entity for compliance with the requirements of Article 7 of the EU Securitisation Regulation and applicable national implementing measures under the Transparency Reporting Agreement. The Reporting Entity will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf. (…)>>* See also Section 3.8 (*Reporting Entity*): *<<Prinsen Mortgage Finance No. 1 B.V. will be designated as the Reporting Entity>>* As for the use of an authorised securitisation repository, see the statement in Section 4.4 - Reporting under the EU Securitisation Regulation, §(iii)(b): *<<(iii) The Reporting Entity will procure that the information referred to above is provided in a manner consistent with the requirements of Article 7 of the EU Securitisation Regulation and, for these purposes has undertaken to provide information to and to comply with written confirmation requests of the EU SR Repository as required under the EU Securitisation Repository Operational Standards, subject always to any requirement of law, and provided that: (i) the Reporting Entity will not be in breach of such undertaking if the Reporting Entity fails to so comply due to events, actions or circumstances beyond the Reporting Entity's control; and (ii) the Reporting Entity is only required to do so to the extent that the disclosure requirements under Article 7 of the EU Securitisation Regulation remain in effect.>>.*	

103	**Legislative text – *Article 22 - Requirements relating to transparency***	**GO TO TABLE OF CONTENTS**

	7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (c), (e), (f) and (g) of the first subparagraph of paragraph 1. 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 point 102 above and the references to the relevant Sections in the Prospectus.	

Definitions:

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

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

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

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

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

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

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

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

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

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

EBA Final non-ABCP STS Guidelines:

1, 2	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	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.	

2a	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	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)) 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.	

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

3	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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)) ***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.	

4	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	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)) 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. 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)) ***Severe deterioration in the seller credit quality standing*** 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. ***Insolvency of the seller*** 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.	

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

6	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *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	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	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*** 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: (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. 16. The techniques of portfolio management that should not be considered active portfolio management include: (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.	

8	***Article 20 - Requirements relating to simplicity***	[BACK TO CHECKLIST]
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) 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. 26. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (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; (b) interpretation of the term 'clear' eligibility criteria; (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.	
	EBA Final non-ABCP STS Guidelines	
	4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7)) *Eligibility criteria to be met for exposures transferred to the SSPE after the closing of the transaction* 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: (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; (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. 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.	

9	***Article 20 - Requirements relating to simplicity***	[BACK TO CHECKLIST]
	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, 11	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	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)) 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. 30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to: (a) interpretation of the term 'contractually binding and enforceable obligations';	
	EBA Final non-ABCP STS Guidelines	
	4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8)) ***Contractually binding and enforceable obligations*** 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.	

12, 13	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	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)) 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.	
	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.	

14	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	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)) 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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Underwriting standards (Article 20(10)) 37. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) the term 'similar exposures', with reference to requirements specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402; (b) the term 'no less stringent underwriting standards': independently of the guidance provided in these guidelines, it is understood that, in the spirit of restricting the 'originate-to-distribute' model of underwriting, where similar exposures exist on the originator's balance sheet, the underwriting standards that have been applied to the securitised exposures should also have been applied to similar exposures that have not been securitised, i.e. the underwriting standards should have been applied not solely to securitised exposures;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10)) ***No less stringent underwriting standards*** 23. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the underwriting standards applied to securitised exposures should be compared to the underwriting standards applied to similar exposures at the time of origination of the securitised exposures. 24. Compliance with this requirement should not require either the originator or the original lender to hold similar exposures on its balance sheet at the time of the selection of the securitised exposures or at the exact time of their securitisation, nor should it require that similar exposures were actually originated at the time of origination of the securitised exposures.	

18	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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)) ***Disclosure of material changes from prior underwriting standards*** 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	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Underwriting standards (Article 20(10)) 34. The objective of the criterion specified in the second subparagraph of Article 20(10) is to prohibit the securitisation of self-certified mortgages for STS purposes, given the moral hazard that is inherent in granting such types of loans. 37 (d) the scope of the criterion with respect to the specific types of residential loans as referred to in the second subparagraph of Article 20(10) and to the nature of the information that should be captured by this criterion;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10)) **Residential loans** 29. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the pool of underlying exposures should not include residential loans that were both marketed and underwritten on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender. 30. Residential loans that were underwritten but were not marketed on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender, or become aware after the loan was underwritten, are not captured by this requirement. 31. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the 'information' provided should be considered to be only relevant information. The relevance of the information should be based on whether the information is a relevant underwriting metric, such as information considered relevant for assessing the creditworthiness of a borrower, for assessing access to collateral and for reducing the risk of fraud. 32. Relevant information for general non-income-generating residential mortgages should normally be considered to constitute income, and relevant information for income-generating residential mortgages should normally be considered to constitute rental income. Information that is not useful as an underwriting metric, such as mobile phone numbers, should not be considered relevant information.	

20	***Article 20 - Requirements relating to simplicity***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Underwriting standards (Article 20(10)) 35. The objective of the criterion specified in the third subparagraph of Article 20(10) is to ensure that the assessment of the borrower's creditworthiness is based on robust processes. It is expected that the application of this article will be limited in practice, given that the STS is limited to originators based in the EU, and the criterion is understood to cover only exposures originated by the EU originators to borrowers in non-EU countries. 37. (e) clarification of the criterion with respect to the assessment of a borrower's creditworthiness based on equivalent requirements in third countries;	
	EBA Final non-ABCP STS Guidelines	

21	***Article 20 - Requirements relating to simplicity***	[BACK TO CHECKLIST]
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Underwriting standards (Article 20(10)) 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. 37. (f) identification of criteria on which the expertise of the originator or the original lender should be determined: (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; (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. 38. 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	
	4.4 Underwriting standards, originator's expertise (Article 20(10)) ***Similar exposures*** 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: (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: (i) residential loans secured with one or several mortgages on residential immovable property, or residential loans fully guaranteed by an eligible protection provider among those referred to in Article 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; (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; (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; (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. *Criteria for determining the expertise of the originator or original lender* 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:	

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

23	***Article 20 - Requirements relating to simplicity***	[BACK TO CHECKLIST]
	EBA Final non-ABCP STS Guidelines – statements on *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: (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;	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) ***Exposures in default*** 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	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST

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

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

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;

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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.

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	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) 40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (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;	
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	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) ***Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process*** 42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.	

29	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) 40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (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;	
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	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) ***Credit registry*** 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: (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	*Article 20 - Requirements relating to simplicity*	BACK TO CHECKLIST
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	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) 40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (e) Interpretation of the term 'significantly higher risk of contractually agreed payments not being made for comparable exposures': the term should be interpreted with a similar meaning to the requirement aiming to prevent adverse selection of assets referred to in Article 6(2) of Regulation (EU) 2017/2402, and further specified in the Article 16(2) of the Delegated Regulation specifying in greater detail the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/24027, 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.	
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	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11)) ***Risk of contractually agreed payments not being made being significantly higher than for comparable exposures*** 44. For the purposes of Article 20(11)(c) of Regulation (EU) 2017/2402, the exposures should not be considered to have a 'credit assessment of a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised' when the following conditions apply: (a) the most relevant factors determining the expected performance of the underlying exposures are similar; (b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different. 45. The requirement in the previous paragraph should be considered to have been met where either of the following applies: (a) the underlying exposures do not include exposures that are classified as doubtful, impaired, non-performing or classified to the similar effect under the relevant accounting principles; (b) the underlying exposures do not include exposures whose credit quality, based on credit ratings or other credit quality thresholds, significantly differs from the credit quality of comparable exposures that the originator originates in the course of its standard lending operations and credit risk strategy.	

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

32	***Article 20 - Requirements relating to simplicity***	BACK TO CHECKLIST
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	No predominant dependence on the sale of assets (Article 20(13)) 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. 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. 45. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) the term 'predominant dependence' on the sale of assets securing the underlying exposures should be further interpreted: (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. (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. 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.	
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	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	*Article 21 - Requirements relating to standardisation*	BACK TO CHECKLIST
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	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.	
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	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'.	
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	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.

35	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	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	***Article 21 - Requirements relating to standardisation***	[BACK TO CHECKLIST]
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	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, 38	***Article 21 - Requirements relating to standardisation***	BACK TO CHECKLIST
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	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'.	
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	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2)) ***Derivatives*** 55. For the purpose of Article 21(2) of Regulation (EU) 2017/2402, exposures in the pool of underlying exposures that merely contain a derivative component exclusively serving the purpose of directly hedging the interest-rate or currency risk of the respective underlying exposure itself, which are not themselves derivatives, should not be understood to be prohibited.	

39	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
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	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'.	
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	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2)) **Common standards in international finance** 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.	

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

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

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

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

45	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Non-sequential priority of payments (Article 21(5)) 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. 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.	
	EBA Final non-ABCP STS Guidelines	
	5.4 Non-sequential priority of payments (Article 21(5)) **Performance-related triggers** 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: (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; (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; (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.	

46, 47, 48, 49, 50	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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)) ***Insolvency-related event with regard to the servicer*** 67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following: (a) it should enable the replacement of the servicer in order to ensure continuation of the servicing; (b) it should trigger the termination of the revolving period.	

51, 52, 53	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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.	
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54	***Article 21 - Requirements relating to standardisation***	[BACK TO CHECKLIST]
	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	
	5.8 Expertise of the servicer (Article 21(8)) ***Criteria for determining the expertise of the servicer*** 68. For the purposes of determining whether a servicer has expertise in servicing exposures of a similar nature to those securitised in accordance with Article 21(8) of Regulation (EU) 2017/2402, both of the following should apply: (a) the members of the management body of the servicer and the senior staff, other than members of the management body, responsible for servicing exposures of a similar nature to those securitised should have adequate knowledge and skills in the servicing of exposures similar to those securitised; (b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise: (i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate; (ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient; (iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of servicing the exposures should be appropriate; (iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to the servicing of similar exposures to those securitised. 69. A servicer should be deemed to have the required expertise where either of the following applies: (a) the business of the entity, or of the consolidated group, to which the entity belongs, for accounting or prudential purposes, has included the servicing of exposures of a similar nature to those securitised, for at least five years; (b) where the requirement referred to in point (a) is not met, the servicer should be deemed to have the required expertise where they comply with both of the following: (i) at least two of the members of its management body have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at personal level, of at least five years; (ii) senior staff, other than members of the management body, who are responsible for managing the entity's servicing of exposures of a similar nature to those securitised, have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at a personal level, of at least five years; (iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a). 70. For the purpose of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402. *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	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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, 57	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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)) ***Clear and consistent terms*** 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.	

62, 63	***Article 21 - Requirements relating to standardisation***	**BACK TO CHECKLIST**
	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*** 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: (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. 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.	

64, 65, 66	***Article 22 - Requirements relating to transparency***	**BACK TO CHECKLIST**
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	Data on historical default and loss performance (Article 22(1)) 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. 73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified: (a) its application to external data; (b) the term 'substantially similar exposures'.	
	EBA Final non-ABCP STS Guidelines	
	6.1 Data on historical default and loss performance (Article 22(1)) ***Data*** 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. ***Substantially similar exposures*** 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: (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. 77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.	

67, 68	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	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, 70	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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)) **Precise representation of the contractual relationship** 82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the originator, sponsor, investors, other parties and the SSPE should be considered to have been done 'precisely' where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates. **Third parties** 83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.	

71	***Article 22 - Requirements relating to transparency***	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on *background and rationale*	
	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)) ***Available information related to the environmental performance*** 84. This requirement should be applicable only if the information on the energy performance certificates for the assets financed by the underlying exposures is available to the originator, sponsor or the SSPE and captured in its internal database or IT systems. Where information is available only for a proportion of the underlying exposures, the requirement should apply only in respect of the proportion of the underlying exposures for which information is available.	