

# **STS Term Verification Checklist**

## **SAECURE 21 B.V.**



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

24<sup>th</sup> May 2023

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

This STS Term Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards Manual. This document is based upon the materials received by PCS as at the date of this document. Any 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.

**24<sup>th</sup> May 2023**

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## PRIME COLLATERALISED SECURITIES (PCS) STS Verification

Individual(s) undertaking the assessment	Fazel Ahmed
Date of Verification	24 May 2023
<b>The transaction to be verified (the "Transaction")</b>	<b>SAECURE 21 B.V.</b>
Issuer	SAECURE 21 B.V.
Originator(s)/Seller	Aegon Hypotheken B.V. (Seller and Original Lender) and Aegon Levensverzekering N.V. (Original Lender)
Lead Manager(s)	ABN AMRO, BNP PARIBAS, BofA Securities, HSBC and Wells Fargo Securities
Transaction Legal Counsel	Allen & Overy LLP
Rating Agencies	Fitch and S&P
Stock Exchange	Euronext Amsterdam
Closing Date	24 May 2023

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

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

Within the checklist, the relevant legislative text is set out in blue introductory boxes with specific criteria for our verification listed underneath.

Article	Summary of Article Contents	PCS Verified	
Article 20 – Simplicity			
20(1)	<a href="#">True sale</a>	1	✓
20(2-4)	<a href="#">Severe clawback</a>	2	✓
20(4)	<a href="#">True sale with intermediate steps</a>	3	✓
20(5)	<a href="#">Assignment perfection</a>	4	✓
20(6)	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
20(7)	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
20(8)	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
20(9)	<a href="#">No securitisation positions</a>	15	✓
20(10)	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
20(11)	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/guarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
20(12)	<a href="#">At least one payment made</a>	31	✓
20(13)	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
Article 21 – Standardisation			
21(1)	<a href="#">Risk retention</a>	33	✓
21(2)	<a href="#">Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards</a>	34 - 39	✓
21(3)	<a href="#">Referenced interest payments</a>	40	✓
21(4)	<a href="#">Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation</a>	41 - 44	✓
21(5)	<a href="#">Non-sequential priority of payments</a>	45	✓
21(6)	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 49	✓
21(7)	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	50 - 52	✓
21(8)	<a href="#">Expertise of the servicer</a>	53 - 54	✓
21(9)	<a href="#">Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report</a>	55 - 59	✓
21(10)	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	60 - 61	✓
Articles 22 and 7 – Transparency			
22(1)	<a href="#">Historical asset data</a>	62 - 64	✓
22(2)	<a href="#">AUP/asset verification</a>	65 - 66	✓
22(3)	<a href="#">Liability cashflow model</a>	67 - 68	✓
22(4)	<a href="#">Environmental performance of asset</a>	69	✓
22(5)	<a href="#">Responsibility for article 7, information disclosure before pricing and 15 days after closing</a>	70 - 73	✓
7(1)	<a href="#">Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay</a>	74 - 83	✓
7(2)	<a href="#">Transparency requirements: securitisation repository, designation of responsible entity</a>	84 - 85	✓

**Article 20.1.** The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

1	<p><b>STS Criteria</b></p> <p>1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Section 7.1 discusses the method by which legal title to the Mortgage Receivables and the NHG Advance Rights and Beneficiary Rights are transferred by the Seller to the Issuer (Assignment II).</p> <p>Section 5.9 Legal framework as to the assignment of the Mortgage Receivables, (a) Assignment of the Mortgage Receivables</p> <p>Section 4.4 – <i>EU STS Securitisation</i> (a) provides additional information.</p> <p><i>PCS has been provided with a legal opinion by Allen &amp; Overy LLP, a reputable law firm in the Netherlands.</i></p> <p><i>"True sale" is not a legal concept but a rating agency creation.</i></p> <p><i>The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator/seller. In a "true sale" the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller's creditor out of the proceeds of the securitised assets. Following a "true sale" there is no legal device by which the assets can automatically revert to the originator/seller's ownership. Such automatic reversion is associated with security interests and anathema to a "true sale".</i></p> <p><i>This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.</i></p> <p><i>The issue of "true sale" is separate from the issue of "clawback". "Clawback" refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a "true sale" has taken place.</i></p> <p><i>All European jurisdictions, to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from "defrauding" its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.</i></p> <p><i>The Regulation (20.1) therefore does not require STS "true sales" to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to "severe clawback". The Regulation does not define "severe clawback" but gives an example (20.2) where a clawback may occur.</i></p> <p><i>The Regulation (20.3) also explicitly excludes from the definition of "severe clawback" the traditional European basis for such devices which all come under the general category of "preferences".</i></p> <p><i>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.</i></p> <p><i>Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.</i></p>	

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

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

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

In the case of the Transaction, title to the assets is transferred by a traditional Dutch assignment. The legal opinion from Allen & Overy LLP confirm that this assignment meets the definition of “true sale” outlined above. In the case of the Seller and Originators with its business in selling mortgages secured solely on property in The Netherlands, the COMI is the Netherlands (see section 3.4 “Seller and Originators”. Dutch insolvency law provides for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as confirmed by the Legal Opinion, the transfer is not, in our opinion, subject to “severe clawback”.

Dutch insolvency law provides for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as confirmed by the Opinions, the transfer is not, in our opinion, subject to “severe clawback”.

**Article 20.1** [...] The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller’s insolvency.

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

- (a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller’s insolvency;
- (b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.

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

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**STS Criteria**

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

**Verified?****YES****PCS Comments**

Section 4.4 – EU STS Securitisation (a) and (b).

Seller’s and Originators COMI is the Netherlands (see section 3.4 “Seller and Originators”. The assignment of receivables in the context of a securitisation transaction in the Netherlands is not subject to severe claw-back and re-characterisation risks (confirmed by legal opinion received.).

A legal opinion has been provided and has been reviewed by PCS.

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

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### STS Criteria

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

### Verified?

YES

### PCS Comments

The Seller is Aegon Hypotheken B.V.. The Originators are Aegon Hypotheken B.V. and Aegon Levensverzekering N.V.;

Section 7.1 discusses the transfer of legal title of Mortgage Receivables and the NHG Advance Rights and Beneficiary Rights originated by Aegon Levensverzekering N.V. to the Seller (Assignment I) prior to closing.

Section 7.2 (i) each Mortgage Loan was (i) originated by Aegon Hypotheken B.V. or Aegon Levensverzekering N.V., as original lender and (ii) granted in the ordinary course of the relevant Originator's business pursuant to underwriting standards that are no less stringent than those that the relevant Originator applied at the time of origination to similar mortgage loans that are not securitised;

Section 4.4 *EU STS Securitisation (b)*. "The Seller and the Issuer confirm that with respect to Assignment I the requirements as set out under article 20(1), 20(2) and 20(3) of the STS Regulation are satisfied as well (see also section 7.1 (Purchase, Repurchase and Sale))."

*The legal opinion confirms the "true sale" aspects.*



**Article 20.5.** Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller's default.

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**STS Criteria**

4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller's default.

**Verified?**  
**YES**

**PCS Comments**

Notification to the borrowers is not applicable to perfect the transfer of legal title by means of an assignment and pledge.

See section 4.4., *EU STS Securitisation* (a) and section 5.9 Legal framework as to the assignment of the Mortgage Receivables, (a) Assignment of the Mortgage Receivables

*Pursuant to the applicable legislation, notification is not required 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 legal opinion confirms that such notification is not required 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.*

**Article 20.6.** The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

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**STS Criteria**

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

**Verified?****YES****PCS Comments**

Section 7.2 Representations and Warranties, (b) and (d) which state:

"(b) it has full right and title (beschikkingsbevoegdheid) to the Mortgage Receivables and, to the extent applicable, the NHG Advance Rights relating thereto, and no restrictions on the sale and transfer of the Mortgage Receivables and, to the extent applicable, the NHG Advance Rights relating thereto, are in effect and the Mortgage Receivables and, to the extent applicable, the NHG Advance Rights relating thereto, are capable of being transferred;"

"(d) subject to any security created pursuant to the relevant Transaction Documents, at the time of assignment thereof to the Issuer, the Mortgage Receivables and, to the extent applicable, the NHG Advance Rights relating thereto, are free and clear of any rights of pledge or other similar rights (beperkte rechten), encumbrances and attachments (beslagen) and no option rights have been granted in favour of any third party with regard to the Mortgage Receivables and no Mortgage Receivable and, to the extent applicable, the NHG Advance Rights relating thereto, is in a condition that can be foreseen to adversely affect the enforceability of the assignment of that Mortgage Receivable to the Issuer pursuant to the Mortgage Receivables Purchase Agreement;"

See also section 4.4 *EU STS Securitisation* (d)

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

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**STS Criteria**

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

**Verified?****YES****PCS Comments**

See Section 7.2, Representations and Warranties, including in particular item (l) regarding compliance together with the Mortgage Loan Criteria as detailed in Section 7.3 and the Additional Purchase Conditions for Further Advance Receivables detailed in Section 7.4

*The EBA Guidelines clarify that "clear" does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is "clear" when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, "clear" is about certainty of determination.*

*PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the "predetermined" requirement. As they are in the Prospectus and the Mortgage Receivables Purchase Agreement, they meet the "documented" requirement. PCS has also concluded that they allow determination in each case and so meet the "clear" requirement.*

7	<p><b><u>STS Criteria</u></b></p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 4.4. <i>EU STS Securitisation</i> (e) and section 7.1, Mandatory Repurchase and section 7.1, Acceptance of invitation to (re)purchase on Optional Redemption Date</p> <p><i>The EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met.</i></p> <p><i>If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.</i></p> <p><i>PCS has reviewed all the repurchase devices set out in the Prospectus and the Mortgage Receivables Purchase Agreement and each one meets the EBA guidelines.</i></p> <p><i>PCS also notes that there is an explicit affirmative statement in the Prospectus to the effect that the Transaction does not allow for “active portfolio management”.</i></p>	
8	<p><b><u>STS Criteria</u></b></p> <p>8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 7.2 Representations and Warranties.</p> <p>“The Seller will represent and warrant to the Issuer [...] and (ii) on the relevant date of completion of the sale and assignment of Further Advance Receivables to be sold and assigned by it to the Issuer, inter alia, that:”</p> <p>See also Section 7.3 Mortgage Loan Criteria. Section 7.4 -Portfolio Conditions - Purchase of Further Advance Receivables</p> <p><i>This criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</i></p> <p><i>PCS has identified the existence of such a covenant in the Mortgage Receivable Purchase Agreement.</i></p>	

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

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**STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See section 4.4, *EU STS Securitisation* (f) and Section 6.1 Stratification Tables, The Portfolio, third paragraph discusses how the criterion is satisfied. Particularly, see section 6.1 Stratification Tables, section 6.3 Origination and Servicing and section 7.2 (e) regarding homogeneity factor.

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

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

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

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

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

*In the Transaction, the mortgages were underwritten on a similar basis, they are being serviced by Aegon Hypotheken on the same platform, they are a single asset class – residential mortgages – and, based on the EBA's suggested approach, the mortgages are all originated in the same jurisdiction.*

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

10	<b><u>STS Criteria</u></b> 10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 7.2, Representation and Warranties items (h) and (pp)	
11	<b><u>STS Criteria</u></b> 11. With full recourse to debtors and, where applicable, guarantors.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 7.2, Representations and Warranties item (pp)	

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

12	<b><u>STS Criteria</u></b> 12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 6.2, Description of Mortgage Loans, Products and section 7.3 Mortgage Loan Criteria (a) and (h) and (i).	
13	<b><u>STS Criteria</u></b> 13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 6.2, Description of Mortgage Loans, Products See also Glossary of Defined Terms for the definitions of “NHG Advance Rights” as described in section 6.5, NHG Guarantee Programme and “Beneficiary Rights”	

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

14	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4., <i>EU STS Securitisation</i> (f), section 7.3 Mortgage Loan Criteria (a) (b) and (c) plus statement at footer (a).	

**Article 20.9.** The underlying exposures shall not include any securitisation position.

15	<b>STS Criteria</b> 15. The underlying exposures shall not include any securitisation position.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4, <i>EU STS Securitisation</i> (g) and section 7.3 Mortgage Loan Criteria (a), (b), (c) plus statement at foot of section (d).	

**Article 20.10.** The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.

16	<b>STS Criteria</b> 16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 7.2 Representations and Warranties (i).	

17	<b><u>STS Criteria</u></b> 17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 7.2 Representations and Warranties (i).	

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

18	<b><u>STS Criteria</u></b> 18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> <p>Section 6.3 Origination and Servicing</p> <p>Section 4.4., "Regulatory &amp; Industry Compliance, Reporting and disclosure under the EU Securitisation Regulation", "EU STS Securitisation", (h).</p> <p><i>Although somewhat confusingly drafted, the EBA Guidelines make clear that the part of the criterion referring to changes from prior underwriting is a future event criterion. It applies changes in underwriting criteria that occur post-closing. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</i></p> <p><i>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p> <p><i>PCS has identified the existence of such a covenant in the Mortgage Receivables Purchase Agreement.</i></p>	

**Article 20.10.** In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.

19	<p><b>STS Criteria</b></p> <p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Section 7.2 Representations and Warranties (ii) and section 7.3 Mortgage Loan Criteria (r).</p> <p>Section 4.4. "Regulatory &amp; Industry Compliance, Reporting and disclosure under the EU Securitisation Regulation", <i>EU STS Securitisation</i> (h)</p>	

**Article 20.10.** The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

20	<p><b>STS Criteria</b></p> <p>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.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Section 7.2 Representations and warranties (qq).</p> <p>Section 4.4., <i>EU STS Securitisation</i> (h) states</p> <p>(iv) the Seller will represent on the relevant purchase date in the Mortgage Receivables Purchase Agreement that in respect of each Mortgage Loan, the assessment of the Borrower's creditworthiness was done in accordance with the Originators' 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 or of Article 8 of Directive 2008/48/EC (see also section 7.2 (Representations and warranties), subparagraph (qq)) and</p> <p><i>The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. European Directives, in contrast to Regulations, do not have direct effect but must be implemented into national law country by country.</i></p> <p><i>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.</i></p> <p><i>PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law.</i></p> <p><i>This was done in The Netherlands via the new Civil Code implementing Directive No. 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers with regard to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No. 1093/2010 (PbEU 2014, L 60/34) issued in 2016.</i></p> <p><i>The originator has provided a representation that this criterion is met.</i></p>	



**Article 20.10.** The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

21	<b>STS Criteria</b> 21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4. <i>EU STS Securitisation</i> (h) and see also section 3.4 Seller and Originators and section 6.3 Origination and servicing Section 4.4., <i>EU STS Securitisation</i> (h) states: "(v) the Seller is of the opinion that each Originator 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, as each Originator has a license in accordance with the Wft and a minimum of 5 years' experience in originating mortgage loans (see also sections 3.4 (Seller and Originators) and 6.3 (Origination and servicing))"	

**Article 20.11.** The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...

22	<b>STS Criteria</b> 22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Cut-off Date definition in the Glossary of Defined Terms is 31 January 2023 See section 4.4, <i>EU STS Securitisation</i> (l) (i)...[...], (i) the Mortgage Receivables forming part of the pool have been selected on the Cut-Off Date and shall be assigned by the Seller to the Issuer no later than on the Closing Date and (ii) any Further Advance Receivables that will be assigned to the Issuer after the Closing Date on any Reconciliation Date will result from Further Advances that have been granted during the immediately preceding Mortgage Calculation Period and each such assignment therefore occurs in the Seller's view without undue delay (see also section 6.1 (Stratification tables) and section 7.1 (Purchase, repurchase and sale)). <i>PCS has assumed that any period of three and a half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards. The Prospectus sets out the relevant dates of the initial pool cut and the transfer and these are less than three month apart. This clearly meets the requirement.</i>	
23	<b>STS Criteria</b> 23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4., <i>EU STS Securitisation</i> (i). See section 7.2 Representations and Warranties (z) (no material breach) and (aa) (unlikely to pay); Section 7.3 Mortgage Loan Criteria (j) (no amounts overdue and unpaid).	

**Article 20.11.** The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:

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

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

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

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

## 24 STS Criteria

## Verified?

YES

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

### PCS Comments

Section 4.4, *EU STS Securitisation* (i) and Section 7.3 Mortgage Loan Criteria, statement at footer (c)  
The note below applies to points 24-30.

*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.*

	<p>To determine whether this requirement is met, PCS has discussed this matter with the originator and uses its knowledge of the market and market stakeholders as well as the explicit statements made in the prospectus and transaction documentation.</p> <p>c. Thirdly, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not “credit impaired”.</p>	
25	<p><b>STS Criteria</b></p> <p>25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See criterion 24 above and Section 7.2 Representations and Warranties (rr) and (tt):</p> <p>(rr) to the best of its knowledge, is not aware of any Borrower being subject to bankruptcy (faillissement) or suspension of payments (surseance van betaling) in respect of Mortgage Receivables to be purchased on the Closing Date</p> <p>(tt) it, to the best of its knowledge, is not aware of any Borrower being declared insolvent or in respect of whom a court had granted 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 of the relevant Mortgage Loan</p>	
26	<p><b>STS Criteria</b></p> <p>26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See criterion 24 above.</p> <p>Definition of “Restructured Borrower” in Glossary of Defined Terms”</p> <p>See Section 7.3. Mortgage Loan Criteria statement at footer (c).</p> <p>Section 4.4. EU STS Securitisation (i):</p> <p>(i) For the purpose of compliance with the relevant requirements stemming from article 20(11) of the EU Securitisation Regulation, reference is made to the representations and warranties set forth in section 7.2 (Representations and warranties), subparagraphs (aa), (rr), (ss) and (tt) and the Mortgage Loan Criteria set forth in section 7.3 (Mortgage Loan Criteria), subparagraphs (j) and (s). The Mortgage Receivables forming part of the pool purported to be sold and assigned on the Closing Date do not include any exposures to Restructured Borrowers. To the extent any exposures to Restructured Borrowers are sold and assigned on a purchase date after the Closing Date, the Seller undertakes in the Mortgage Receivables Purchase Agreement that it shall comply with the disclosure requirement set forth in article 20(11)(a)(ii) of the EU Securitisation Regulation in respect of such exposures. In addition, for the purpose of compliance with the relevant requirements stemming from article 20(11) of the EU Securitisation Regulation, (i) the Mortgage Receivables forming part of the pool have been selected on the Cut-Off Date and shall be assigned by the Seller to the Issuer no later than on the Closing Date and (ii) any Further Advance Receivables that will be assigned to the Issuer after the Closing Date on any Reconciliation Date will result from Further Advances that have been granted during the immediately preceding Mortgage Calculation Period and each such assignment therefore occurs in the Seller’s view without undue delay (see also section 6.1 (Stratification tables) and section 7.1 (Purchase, repurchase and sale)).</p>	
27	<p><b>STS Criteria</b></p> <p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p>	<p><b>Verified?</b> <b>YES</b></p>

	<p><b><u>PCS Comments</u></b></p> <p>See criterion 24 above and Section 7.3 Mortgage Loan Criteria (s):</p> <p>"(s) no amounts due under any Mortgage Receivables were unpaid by a Restructured Borrower since one year prior to the Cut-Off Date"</p> <p>See comment in criterion 26 above.</p>	
28	<p><b><u>STS Criteria</u></b></p> <p>28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;</p>	<b><u>Verified?</u></b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See criterion 24 above and Section 7.3 Mortgage Loan Criteria (s) and for reporting obligation and undertaking see section 4.4. <i>EU STS Securitisation</i> (i)).</p>	
29	<p><b><u>STS Criteria</u></b></p> <p>29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;</p>	<b><u>Verified?</u></b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See criterion 24 above and Section 7.2 Representations and Warranties</p> <p>(ss) it, to the best of its knowledge, carried out a BKR check in respect of each Borrower and is not aware of a BKR check in respect of any Borrower, carried out at the time of origination of the relevant Mortgage Loan, showing that such Borrower has been in arrear on any of the financial obligations that are monitored by the BKR to such an extent that pursuant to and in accordance with its internal policies, such Borrower has an adverse credit history and should not have been granted a mortgage loan.</p>	
30	<p><b><u>STS Criteria</u></b></p> <p>30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	<b><u>Verified?</u></b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See criterion 24 above and Section 7.2 Representations and Warranties (aa)</p> <p>[..] "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 Originator is significantly higher than for mortgage receivables originated by the Originator that are not sold and assigned pursuant to the Mortgage Receivables Purchase Agreement"</p>	

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

31	<p><b>STS Criteria</b></p> <p>31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Section 7.3 Mortgage Loan Criteria (d):</p> <p>(d) at least one (interest) payment has been made in respect of the Mortgage Loan prior to the Closing Date;</p>	

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

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

32	<p><b>STS Criteria</b></p> <p>32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section 4.4, <i>EU STS Securitisation</i> (k). Also reference to Section 6.2 Description of Mortgage Loans.</p> <p><i>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.</i></p> <p><i>Accordingly, none of the assets in the pool displays any predominant reliance on the sale of the assets.</i></p>	

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

33	<p><b>STS Criteria</b></p> <p>33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section 4.4, <i>EU STS Securitisation</i> (l).</p> <p>Section 4.4 “Securitisation Risk Retention Requirements”.</p> <p>EU and UK Risk Retention</p> <p>The Seller, in its capacity as the ‘originator’ within the meaning of article 2(3)(a) of the EU Securitisation Regulation, has undertaken to the Issuer, the Security Trustee and the Managers to retain, on an ongoing basis, an interest that qualifies as a material net economic interest of not less than 5 per cent. in the securitisation transaction in accordance with Article 6(1) of the EU Securitisation Regulation (which does not take into account any relevant national measures). In addition, although the UK Securitisation Regulation is not applicable to it, the Seller will retain (on a contractual basis), as originator, on an ongoing basis, an interest that qualifies as a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6 of the UK Securitisation Regulation (as required for the purposes of Article 5(1)(d) of the UK Securitisation Regulation), as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date and until such time when the Seller is able to certify to the Issuer and the Security Trustee that a competent UK authority has confirmed that the satisfaction of the EU Retention Requirements will also satisfy the UK Retention Requirements due to the application of an equivalence regime or similar analogous concept. Prospective investors should note that the obligation of the Seller to comply with the UK Retention Requirements is strictly contractual and that the Seller has elected to comply with such requirements at its discretion and it will be under no obligation to comply with any amendments to applicable UK technical standards, guidance or policy statements introduced in relation thereto after the Closing Date.</p> <p>As at the Closing Date, such material net economic interest will be held in accordance with paragraph 3 item (d) of article 6 of the EU Securitisation Regulation and paragraph 3 item (d) of article 6 of the UK Securitisation Regulation by holding the entire interest in the first loss tranche of the securitisation transaction described in this Prospectus (held through the Class B Notes and the Class C Notes).</p>	

**Article 21.2.** The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.

34	<p><b>STS Criteria</b></p> <p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section 4.4. <i>EU STS Securitisation</i> (m) – provides details of manner in which interest rate risk is mitigated to April 2048. In addition, covenant to set interest rate and the use of Available Principal Funds to meet interest obligations on the notes.</p>	

## Section 6.1 Stratification Tables 15 and 16

## 5.4 Hedging: provides a description of the Interest Rate Cap Agreement

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

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

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

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

In the case of the Transaction, the analysis is straightforward due to the interest rate cap agreement. Further and thereafter, the potential mismatch between the interest received on the Mortgage Loans and the interest due on the Class A Notes is mitigated by a combination of factors including the use of Available Principal Funds to meet interest obligations on the notes and a covenant on a best efforts basis to set the interest rates at a particular level post the first optional redemption date.

Currency hedging is irrelevant as all assets and liabilities are denominated in Euros.

35	<b><u>STS Criteria</u></b> 35. Currency risks arising from the securitisation shall be appropriately mitigated.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> The assets and liabilities are both denominated in Euros: section 7.3 (n) assets and cover page, liabilities. There is no currency hedging. See also Section 4.4. <i>EU STS Securitisation</i> (m) “Furthermore, there is no currency risk as the Notes will be denominated in euro, the interest on the Notes will be payable quarterly in arrear in euro and the Mortgage Loans are denominated in euro (see also Condition 1 (Form, Denomination Register, Title and Transfer), Condition 4(b) (Interest Periods and Notes Payment Dates))”	
36	<b><u>STS Criteria</u></b> 36. Any measures taken to that effect shall be disclosed.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> See section 4.4, <i>EU STS Securitisation</i> (m) and 5.4 Hedging. See comments in criterion 34 above.	

**Article 21.2.** Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.

Those derivatives shall be underwritten and documented according to common standards in international finance.

37	<b>STS Criteria</b> 37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4, <i>EU STS Securitisation</i> (m), 5.4 Hedging – “the Issuer shall not enter into any derivative contracts”, 7.3 Mortgage Loan criteria. Also, 4.1 Terms and Conditions, point 3 (Covenants of the Issuer)	
38	<b>STS Criteria</b> 38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4, <i>EU STS Securitisation</i> (m), 5.4 Hedging, section 7.3 Mortgage Loan Criteria and the statement at footer (b).	
39	<b>STS Criteria</b> 39. Those derivatives shall be underwritten and documented according to common standards in international finance.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> 5.4 Hedging ISDA swap documentation.	

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

40	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4, <i>EU STS Securitisation</i> (n).  Assets: Section 6.1 Stratification Tables 15 and 16 – mainly fixed rate mortgages (99.3%) and some floating mortgages (0.7%) and Section 6.2 Description of Mortgage Loans. Liabilities: 4.1, Terms and Conditions, Floating rate Conditions 4 (c) for Class A notes. The Class B and C Notes do not bear interest, Condition 4 (a).	



**Article 21.4.** Where an enforcement or an acceleration notice has been delivered:

- (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;
- (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;
- (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and
- (d) No provisions shall require automatic liquidation of the underlying exposures at market value.

41	<p><b>STS Criteria</b></p> <p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section 4.4, <i>EU STS Securitisation</i>:</p> <p>(o) For the purpose of compliance with the requirements stemming from article 21(4) of the EU Securitisation Regulation, the Seller 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 Conditions 6 (Redemption), 10 (Events of Default) and 11 (Enforcement) and section 5.2 (Priorities of Payment)). In addition, for the purpose of compliance with article 21(4) and article 21(9) of the EU Securitisation Regulation, the issuance of an Enforcement Notice, delivery of which by the Security Trustee will trigger a change in the priorities of payments upon Enforcement, will be reported to the Noteholders without undue delay (see also Condition 10 (Events of Default) and section 5.2 (Priority of Payment)).</p> <p><i>There is no cash trapping</i></p>	
42	<p><b>STS Criteria</b></p> <p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section 4.4, <i>EU STS Securitisation</i>:</p> <p>(o) For the purpose of compliance with the requirements stemming from article 21(4) of the EU Securitisation Regulation, the Seller 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 Conditions 6 (Redemption), 10 (Events of Default) and 11 (Enforcement) and section 5.2 (Priorities of Payment)). In addition, for the purpose of compliance with article 21(4) and article 21(9) of the EU Securitisation Regulation, the issuance of an Enforcement Notice, delivery of which by the Security Trustee will trigger a change in the priorities of payments upon Enforcement, will be reported to the Noteholders without undue delay (see also Condition 10 (Events of Default) and section 5.2 (Priority of Payment)).</p>	

The transaction is structured as sequential pay for both pre- and post-enforcement.		
43	<b>STS Criteria</b> 43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	<b>Verified?</b> YES
	<b>PCS Comments</b>  See section 4.4, EU STS Securitisation: (o) For the purpose of compliance with the requirements stemming from article 21(4) of the EU Securitisation Regulation, the Seller 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 Conditions 6 (Redemption), 10 (Events of Default) and 11 (Enforcement) and section 5.2 (Priorities of Payment)). In addition, for the purpose of compliance with article 21(4) and article 21(9) of the EU Securitisation Regulation, the issuance of an Enforcement Notice, delivery of which by the Security Trustee will trigger a change in the priorities of payments upon Enforcement, will be reported to the Noteholders without undue delay (see also Condition 10 (Events of Default) and section 5.2 (Priority of Payment)).	
44	<b>STS Criteria</b> 44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	<b>Verified?</b> YES
	<b>PCS Comments</b>  See section 4.4, EU STS Securitisation: (o) For the purpose of compliance with the requirements stemming from article 21(4) of the EU Securitisation Regulation, the Seller 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 Conditions 6 (Redemption), 10 (Events of Default) and 11 (Enforcement) and section 5.2 (Priorities of Payment)). In addition, for the purpose of compliance with article 21(4) and article 21(9) of the EU Securitisation Regulation, the issuance of an Enforcement Notice, delivery of which by the Security Trustee will trigger a change in the priorities of payments upon Enforcement, will be reported to the Noteholders without undue delay (see also Condition 10 (Events of Default) and section 5.2 (Priority of Payment)).	
<b>Article 21.5.</b> Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.		
45	<b>STS Criteria</b> 45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	<b>Verified?</b> YES
	<b>PCS Comments</b>  Not applicable as transaction is sequential pay. The Notes will amortise sequentially (see also section 5.1 (Available Funds) and, in particular section 5.2 (Priorities of Payments))	

## Section 4.4 EU STS Securitisation

(p) Prior to the delivery of an Enforcement Notice by the Security Trustee, the Available Principal Funds will be applied by the Issuer in accordance with the Pre-Enforcement Principal Priority of Payments and as a result thereof the requirements stemming from article 21(5) of the STS Regulation are not applicable (see also section 5.1 (Available Funds) and section 5.2 (Priority of Payment)).

The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment.

*The Transaction does not have such non-sequential priorities and so no examination of triggers is required.*

**Article 21.6.** The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:

- (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;
- (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;
- (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
- (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).

46	<b>STS Criteria</b> 46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following: (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> The transaction is not a revolving transaction. See 7.1, Portfolio Documentation Purchase, Repurchase and Sale	
47	<b>STS Criteria</b> 47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Not applicable.	
48	<b>STS Criteria</b> 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Not applicable.	
	<b>STS Criteria</b>	<b>Verified?</b>

49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).

**YES**

**PCS Comments**

Not applicable.

**Article 21.7.** The transaction documentation shall clearly specify:

- (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;
- (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and
- (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.

50	<p><b><u>STS Criteria</u></b></p> <p>50. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 4.4, <i>EU STS Securitisation</i>:</p> <p>(q) For the purpose of compliance with the requirements stemming from article 21(7) of the EU Securitisation Regulation, the contractual obligations, duties and responsibilities of the Servicer are set forth in the Servicing Agreement (including the processes and responsibilities to ensure that a substitute servicer shall be appointed upon the occurrence of a termination event under the Servicing Agreement), a summary of which is included in section 7.5 (Servicing Agreement), the contractual obligations, duties and responsibilities of the Issuer Administrator are set forth in the Administration Agreement, a summary of which is included in section 3.6 (Administrator) and 5.7 (Administration Agreement), the contractual obligations, duties and responsibilities of the Security Trustee are set forth in the Trust Deed, a summary of which is included in section 3.3 (Security Trustee) and section 4.1 (Terms and Conditions), the provisions that ensure the replacement of the Cash Advance Facility Provider are set forth in the Cash Advance Facility Agreement (see also section 5.5 (Liquidity support)), the provisions that ensure the replacement of the Issuer Account Bank are set forth in the Issuer Account Agreement (see also section 5.6 (Issuer Accounts)) and the relevant rating triggers for potential replacements are set forth in the definition of Requisite Credit Rating.</p> <p>Servicer: section 7.5.</p> <p>Issuer Administrator: section 3.6 and section 5.7</p> <p>Security Trustee: section 3.3 and Terms and Conditions 4.1, cites Trust Deed.</p> <p>Issuer Account Bank: section 5.6</p> <p>Cash Advance Facility Provider:, section 5.5.</p> <p>Principal Paying Agent, Paying Agency Agreement</p>	
51	<p><b><u>STS Criteria</u></b></p> <p>51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 7.5 – substitute servicer requirement.</p>	

52	<b>STS Criteria</b> 52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 5.4, hedging- Section 5.5, Liquidity Support Cash Advance Facility Provider Section 5.6, Issuer Accounts <i>See also the relevant underlying transaction documents.</i>	

**Article 21.8.** The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.

53	<b>STS Criteria</b> 53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4 EU STS Securitisation (r) (r) 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 it has a license in accordance with the Wft and a minimum of 5 years' experience in servicing mortgage loans. The Servicer is of the opinion that it has well documented and adequate policies, procedures and risk management controls relating to the servicing of mortgage receivables since the Servicer is part of a group that is subject to capital and prudential regulation (see also section 6.3 (Origination and servicing)). <i>The EBA Guidelines provide that an entity that has serviced similar assets for at least five years will be deemed to meet the expertise criterion.</i> <i>Aegon Hypotheken B.V. has serviced residential mortgages for longer than five years as described in the Prospectus..</i>	
54	<b>STS Criteria</b> 54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See criterion 53 above. <i>PCS has received evidentiary materials confirming that the Servicer has adequate policies and risk management controls.</i>	

**Article 21.9.** The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies

55	<b>STS Criteria</b> 55. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 4.4, <i>EU STS Securitisation</i> (s) For the purpose of compliance with the requirements stemming from article 21(9) of the EU Securitisation Regulation, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, losses, charge offs, recoveries and other asset performance remedies are set out in section 6.3 (Origination and servicing). Section 6.3 Collection and Foreclosures. Arrears Procedures and Foreclosure Procedures Section 7,5 Servicing Agreement. <i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i>	

**Article 21.9.** The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.

56	<b>STS Criteria</b> 56. The transaction documentation shall clearly specify the priorities of payment,	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 5.2, Priority of Payments. <i>PCS has reviewed the underlying document to satisfy itself that this criterion is met.</i>	
57	<b>STS Criteria</b> 57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 4.1, Terms and Conditions, Condition 10 Events of Default. And Section 5.2. Order of Priorities <i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i>	

58	<b><u>STS Criteria</u></b> 58. The transaction documentation shall clearly specify the obligation to report such events.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 4.1, Terms and Conditions, Condition 10 Events of Default <i>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</i>	
59	<b><u>STS Criteria</u></b> 59. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 8 General (14)  <i>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.</i>  <i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</i>  <i>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</i>  <i>PCS has indeed identified the existence of such a covenant as set out in the Prospectus.</i>	



**Article 21.10.** The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

60	<p><b>STS Criteria</b></p> <p>60. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See 4.1 Terms and Conditions, section 14</p> <p>The EBA requirements are met:</p> <ul style="list-style-type: none"> <li>(a) the method for calling meetings; as for method: Condition 14(a)</li> <li>(b) the maximum timeframe for setting up a meeting: – in Trust Deed</li> <li>(c) the required quorum: – in Condition 14 (a).</li> <li>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: voting rights in Condition 14 (b).</li> <li>(e) where applicable, a location for the meetings which should be in the EU : – In the Trust Deed – Amsterdam specified.</li> </ul> <p><i>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion.</i></p> <p><i>PCS has reviewed the documents to ascertain that all five are indeed present.</i></p> <p><i>PCS has satisfied itself that all five are set out in the Trust Deed.</i></p>	

**Article 21.10.** The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

61	<p><b><u>STS Criteria</u></b></p> <p>61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See 4.1 Terms and condition and the Trust Deed outline the responsibilities of the trustee. Also, 3.3 (Security Trustee) and 3.6 (Issuer Administrator).</p>	

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

62	<b>STS Criteria</b> 62. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section 6.3. Data on static and dynamic historical default and loss performance as well as tables on cumulative losses. Section 4.4 EU STS Securitisation: “(u) The Seller has provided to potential investors (i) the information regarding the Mortgage Receivables pursuant to article 22(1) of the EU STS Regulation over the past 5 years as set out in section 6.3 (Origination and servicing), which was made available to such potential investors prior to the pricing of the Notes.”	
63	<b>STS Criteria</b> 63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See criterion 62 above. <i>Statement regarding claiming similarity is inserted.</i>	
64	<b>STS Criteria</b> 64. Those data shall cover a period no shorter than five years.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See criterion 64 above.	

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

65	<p><b><u>STS Criteria</u></b></p> <p>65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 4.4, EU STS- securitisation (v): (v) For the purpose of compliance with the requirements stemming from article 22(2) of the EU Securitisation Regulation, a sample of Mortgage Receivables has been externally verified by an appropriate and independent party prior to the date of this Prospectus (see also section 6.1 (Stratification tables)). The Seller confirms no significant adverse findings have been found. Furthermore, a sample of the Mortgage Loan Criteria against the entire loan-level data tape has been verified by an appropriate and independent party and the Seller confirms that no adverse findings have been found.</p> <p><i>PCS has reviewed the report on “agreed upon procedures” (AUP) commonly known as a “pool audit”. PCS can confirm that this was done by an appropriate and independent third party.</i></p>	
66	<p><b><u>STS Criteria</u></b></p> <p>66. Including verification that the data disclosed in respect of the underlying exposures is accurate.</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See section 6.1 Stratification Tables – The Portfolio “The accuracy of the data included in the stratification tables in respect of the Portfolio as selected on the Cut-Off Date has been verified by an appropriate and independent party.”</p> <p><i>PCS is not an auditing firm, nor has it or has it sought access to the underlying information which was the basis of the AUP. However, it has read the AUP with the aim of determining whether, on its face, it appears to cover the items required by the criterion.</i></p> <p><i>Based solely on the words of the AUP and without any additional due diligence or interaction with the auditing firm responsible for the AUP or sight of the instructions to such firm, PCS has concluded that the AUP appears to meet the requirements of the criterion.</i></p> <p><i>PCS also notes the representation to that effect made by the originator in the Prospectus.</i></p>	

**Article 22.3.** The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

<p><b>67</b> <b><u>STS Criteria</u></b></p> <p>67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
<p><b><u>PCS Comments</u></b></p> <p>See Section 4.4. <i>EU STS Securitisation</i></p> <p>(u) The Seller 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 was 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.</p> <p><i>The criterion requires an accurate liability model to be circulated to prospective investors pre-pricing.</i></p> <p><i>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.</i></p> <p><i>Having seen evidence of the model, 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</i></p>	
<p><b>68</b> <b><u>STS Criteria</u></b></p> <p>68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
<p><b><u>PCS Comments</u></b></p> <p>As criterion 69 above.</p> <p>See also section "Reporting and disclosure under the EU Securitisation Regulation" (A) (iii)</p> <p><i>Although technically covering the period between pricing and close, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</i></p> <p><i>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</i></p> <p><i>PCS notes the existence of such covenant in the Prospectus.</i></p>	

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

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

69	<p><b>STS Criteria</b></p> <p>69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p> <p>(...) originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>Section 4.4. <i>EU STS Securitisation:</i></p> <p>(w) For the purpose of compliance with the requirements stemming from article 22(4) of the EU Securitisation Regulation, the Seller 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.</p> <p><i>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.</i></p> <p><i>PCS notes the statement made in the prospectus by the originator.</i></p> <p>Further, as to the impacts on sustainability factors, PCS was informed that, for the time being, the Originator has not yet planned to make specific publications in that respect.</p>	

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

70	<b><u>STS Criteria</u></b> 70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 4.4 <i>EU STS Securitisation</i> (x).	

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

71	<b><u>STS Criteria</u></b> 71. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 4.4, <i>EU STS Securitisation</i> (x) Section 5.8, Transparency Reporting Agreement Section 8, General (13)	
72	<b><u>STS Criteria</u></b> 72. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> Section 4.4, <i>EU STS Securitisation</i> (x) Section 5.8, Transparency Reporting Agreement Section 8, General (13)	

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

73	<p><b><u>STS Criteria</u></b></p> <p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>Section 4.4. Reporting and disclosure under the EU Securitisation Regulation (C)(a) and General 5 and 6.</p> <p><i>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 Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</i></p> <p><i>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p> <p><i>PCS notes the existence of such covenant in the Prospectus.</i></p>	



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

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

**74 STS Criteria**

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

(a) information on the underlying exposures on a quarterly basis,

**Verified?**  
**YES**

**PCS Comments**

Section 4.4, Reporting and disclosure under the EU Securitisation Regulation (A) (ii)

Section 4.4, *EU STS Securitisation* (x)

Section 8, General (13)

*All the criteria from 74 onwards are future event criteria, as to which we refer you to PCS' analysis in Note 73 above.*

*PCS notes the existence of a covenant to provide all the Article 7 information in the Prospectus*

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

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

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

#### 75 **STS Criteria**

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

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

**Verified?  
YES**

#### **PCS Comments**

Section 4.4 Reporting and disclosure under the EU Securitisation Regulation (C) (a) and Section 8 General 5 and 6 and (13)

Section 4.4, *EU STS Securitisation* (x)

*All the criteria from 74 onwards are future event criteria, as to which we refer you to PCS' comment under point 73 above.*

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

76	<b>STS Criteria</b> 76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Trust Deed.	

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

(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:

- (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
- (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
- (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
- (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;

77	<b>STS Criteria</b> 77. (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable: (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Not applicable.	

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

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

78	<b>STS Criteria</b> 78. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 4.4 Reporting and disclosure under the EU Securitisation Regulation (C) (b) Section 4.4, <i>EU STS Securitisation</i> (x)	

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

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

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

79	<b>STS Criteria</b> 79. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following: (i) all materially relevant data on the credit quality and performance of underlying exposures; (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, (ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 4.4 Reporting and disclosure under the EU Securitisation Regulation (A) (i)	

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

(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

<b>80</b>	<p><b><u>STS Criteria</u></b></p> <p>80. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>Section 4.4 Reporting and disclosure under the Securitisation Regulation (B)</p> <p>Section 4.4, EU STS Securitisation (x) and (y).</p>	
	<p><b>Article 7.1.</b> The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(g) where point (f) does not apply, any significant event such as:</p> <p>(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;</p> <p>(ii) a change in the structural features that can materially impact the performance of the securitisation;</p> <p>(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;</p> <p>(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;</p> <p>(v) any material amendment to transaction documents.</p>	
<b>81</b>	<p><b><u>STS Criteria</u></b></p> <p>81. (g) where point (f) does not apply, any significant event such as:</p> <p>(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;</p> <p>(ii) a change in the structural features that can materially impact the performance of the securitisation</p> <p>(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;</p> <p>(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;</p> <p>(v) any material amendment to transaction documents.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>Section 4.4 Reporting and disclosure under the Securitisation Regulation (B)</p> <p>Section 4.4, EU STS Securitisation (x) and (y).</p>	

**Article 7.1.** The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]

82	<b>STS Criteria</b> 82. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 4.4 Reporting and disclosure under the EU Securitisation Regulation (B) and Section 8 General (13) Section 4.4, <i>EU STS Securitisation</i> (x) and (y).	

**Article 7.1.** Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.

In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.

Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.

83	<b>STS Criteria</b> 83. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Section 4.4 Reporting and disclosure under the EU Securitisation Regulation (B) Section 4.4, <i>EU STS Securitisation</i> (y)	

**Article 7.2.** The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

84	<p><b><u>STS Criteria</u></b></p> <p>84. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.</p> <p>Or</p> <p>The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>Section 8 General (13).</p>	
85	<p><b><u>STS Criteria</u></b></p> <p>85. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>Section 4.4 <i>EU STS Securitisation (x)</i> and Section 5.8 Transparency Reporting Agreement</p> <p>Glossary of Defined Terms, EU Reporting Entity means the Seller (Aegon Hypotheken B.V.)</p> <p>Section 8 General (13).</p>	