PROSPECTUS DATED 20 APRIL 2016

CONSUMER THREE S.R.L.

(*incorporated with limited liability under the laws of the Republic of Italy*)

€3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040

Issue Price: 100 per cent

Application has been made to the *Commission de surveillance du secteur financier* ("**CSSF**"), which is the competent authority in Luxembourg for the purposes of Directive 2003/71/EC (as subsequently amended, the "**Prospectus Directive**") and relevant implementing measures in Luxembourg, for approval of this Prospectus in relation to the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 (the "**Senior Notes**") of Consumer Three S.r.l., a *società a responsabilità limitata* with sole quotaholder organised under the laws of the Republic of Italy. This document constitutes a "*prospectus*" for the purpose of article 5.3 of the Prospectus Directive and article 8 of the Luxembourg law on prospectuses for securities of 10 July 2005 (as amended and supplemented from time to time, the "**Luxembourg Law on Prospectus for Securities**") implementing the Prospectus Directive in Luxembourg, and a "*prospetto informativo*" for the purposes of article 2, sub-section 3 of Italian law number 130 of 30 April 1999, as amended from time to time. Application has been made to the Luxembourg Stock Exchange (the "**Luxembourg Stock Exchange**") for the Senior Notes to be admitted to the official list of the Luxembourg Stock Exchange and to trading on the Regulated Market "Bourse de Luxembourg" which is a regulated market for the purposes of the Market in Financial Instruments Directive 2004/39/EC. In connection with the issue of the Senior Notes, the Issuer will also issue the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 (the "**Junior Notes**" and, together with the Senior Notes, the "**Notes**"). **No application has been made to list the Junior Notes on any stock exchange. The Junior Notes are not being offered pursuant to this Prospectus, nor this Prospectus will be approved by the CSSF in relation to the Junior Notes. By approving this Prospectus, the CSSF does not give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer, consistently with the provisions of article 7, sub-section 7, of the Luxembourg Law on Prospectus for Securities**. The Notes will be issued on 21 April 2016 (the "**Issue Date**").

The principal source of payment of interest and Variable Return and of repayment of principal on the Notes will be the collections and recoveries made in respect of monetary claims and connected rights arising out of personal loan agreements between UniCredit S.p.A. and certain Debtors and purchased by the Issuer from the Originator pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement. The Issuer has purchased the Initial Portfolio on 7 August 2015 pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and the Second Portfolio on 9 March 2016 pursuant to the Master Receivables Purchase Agreement. During the Revolving Period, if the Originator offers for sale Further Portfolios and if certain conditions are met the Issuer will use collections received from the Master Portfolio to purchase Further Portfolios of Receivables from the Originator. In addition, the Issuer has purchased and may purchase from the Originator certain Future Receivables deriving from the same Loan Agreements out of which the Receivables arise; upon coming into existence, such Future Receivables will, by operation of Italian law, be automatically transferred to the Issuer.

By virtue of the operation of article 3 of the Securitisation Law and the Transaction Documents, the Issuer's right, title and interest in and to the Master Portfolio and the other Segregated Assets will be segregated from all other assets of the Issuer (including any other portfolios of receivables purchased by the Issuer pursuant to the Securitisation Law) and any cash-flow deriving therefrom (to the extent identifiable) will be available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders and to the Other Issuer Creditors or to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation, in priority to the Issuer's obligations to any other creditors.

Interest on the Senior Notes will be payable by reference to successive Interest Periods. Interest on the Senior Notes will accrue on a daily basis and, prior to the delivery of a Trigger Notice to the Issuer, will be payable in arrear in Euro on 30 June 2016 and thereafter quarterly in arrears on the last calendar day of March, June, September and December in each year (or, if any such day is not a Business Day, on the immediately preceding Business Day). The rate of interest applicable to the Senior Notes for each Interest Period shall be 1.70 per cent *per annum*.

The Senior Notes are expected, on issue, to be rated "Aa2(sf)" by Moody's Investors Service Ltd. and "A(sf)" by Fitch Italia – Società Italiana per il Rating S.p.A. **A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning rating organisation**. As of the date hereof, Moody's Investors Service Ltd. and Fitch Italia – Società Italiana per il Rating S.p.A. are established in the European Union and are registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EC) No. 513/2011 and Regulation (EC) number 462/2013 (the "**CRA Regulation**"), as it appears from the list published by the European Securities and Markets Authority on the webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs.

As at the date of this Prospectus, payments of interest and other proceeds in respect of the Notes may be subject to withholding or deduction for or on account of Italian substitute tax, in accordance with Italian Legislative Decree number 239 of 1 April 1996, as amended and supplemented from time to time, and any related regulations. Upon the occurrence of any withholding or deduction for or on account of tax from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of Notes. For further details see the section headed "*Taxation*".

The Notes will be limited recourse obligations solely of the Issuer. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any of the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Renegotiation Reserve Subordinated Loan Provider, the Representative of the Noteholders, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Sole Arranger, the Sole Lead Manager or the Quotaholder. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

As of the Issue Date, the Notes will be held in dematerialised form on behalf of the ultimate owners by Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli shall act as depository for Euroclear and Clearstream. The Notes will at all times be evidenced by book-entries in accordance with the provisions of article 83-*bis* of the Financial Laws Consolidation Act and the regulation issued jointly by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* on 22 February 2008, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Notes.

Before the relevant maturity date, the Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 8 (*Redemption, purchase and cancellation*)). Unless previously redeemed in full in accordance with the Conditions, the Notes will be redeemed on the Final Maturity Date. Save as provided in the Conditions, the Notes will start to amortise on the Payment Date falling in June 2018, subject to there being sufficient Issuer Available Funds and in accordance with the Priority of Payments. No payments of principal in respect of any of the Notes will be made to the Noteholders before the Payment Date falling in June 2018, save as provided in the Conditions.

The Notes may not be offered or sold, directly or indirectly, in any country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. For a further description of certain restrictions on offers and sales of the Notes see the section entitled "*Subscription, Sale and Selling Restrictions*" below.

Capitalised words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the meanings set out in the section entitled "*Glossary*".

The content of any website or webpage mentioned in this Prospectus does not form part of this Prospectus.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Notes, see the section headed "*Risk Factors and Special Considerations in relation to the Notes*".

Sole Arranger

UNICREDIT BANK AG, LONDON BRANCH

Sole Lead Manager

UNICREDIT BANK AG

None of the Issuer, the Sole Arranger, the Sole Lead Manager or any other party to the Transaction Documents other than the Originator has undertaken or will undertake any investigation, searches or other actions to verify the details of the Receivables sold by the Originator to the Issuer, nor has any of the Issuer, the Sole Arranger, the Sole Lead Manager or any other party to the Transaction Documents (other than the Originator) undertaken, nor will they undertake, any investigations, searches, or other actions to establish the creditworthiness of any Debtor. According to the Warranty and Indemnity Agreement, the Originator has given certain representations and warranties to the Issuer in relation to, inter alia*, the Receivables, the Loan Agreements and the Debtors.*

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus for which it takes responsibility is true and does not omit anything likely to affect the import of such information.

UniCredit S.p.A. has provided the information under the sections "The Master Portfolio", "Regulatory Disclosure and Retention Undertaking", "The Originator, the Servicer and the Account Bank", "The Credit Policy" *and* "The Collection Policy" *and any other information contained in this Prospectus relating to itself, the Receivables and the Loan Agreements and, together with the Issuer, accepts responsibility for the information contained in those sections. To the best of the knowledge and belief of UniCredit S.p.A. (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

Securitisation Services S.p.A, has provided the information under the section entitled "Representative of the Noteholders, the Calculation Agent and the Back-up Servicer Facilitator" *and, together with the Issuer, accepts responsibility for the information contained in that section. To the best of the knowledge and belief of Securitisation Services S.p.A (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

BNP Paribas Securities Services has provided the information under the section entitled "The Principal Paying Agent and the Additional Account Bank" *and, together with the Issuer, accepts responsibility for the information contained in that section. To the best of the knowledge and belief of BNP Paribas Securities Services (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by, or on behalf of, the Sole Arranger, the Sole Lead Manager, the Representative of the Noteholders, the Issuer, the Quotaholder, UniCredit S.p.A. (in any capacity) or any other party to the Transaction Documents. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or imply that there has not been any change, or any event reasonably likely to involve any change, in the condition (financial or otherwise) of the Issuer, UniCredit S.p.A. or any other party or the information contained herein since the date hereof, or that the information contained herein is correct as at any time subsequent to the date of this Prospectus.

The Notes constitute direct limited recourse obligations of the Issuer. By operation of Italian law, the Issuer's right, title and interest in and to the Portfolio and the other Segregated Assets will be segregated from all other assets of the Issuer and amounts deriving therefrom will only be available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Notes and to pay any costs, fees and expenses payable to the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Renegotiation Reserve Subordinated Loan Provider, the Representative of the Noteholders, the

Calculation Agent, the Principal Paying Agent, the Back-up Servicer Facilitator, the Corporate Servicer and to any third party creditor in respect of any costs, fees or expenses incurred by the Issuer to such third party creditors in relation to the Securitisation. Amounts deriving from the Portfolio and the other Segregated Assets will not be available to any other creditor of the Issuer. The Noteholders agree that the Issuer Available Funds will be applied by the Issuer in accordance with the relevant priority of payments as set out in Condition 6 (Priority of Payments*).*

The distribution of this Prospectus and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part of it) comes are required by the Issuer and the Sole Lead Manager to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, or may be used for the purpose of an offer to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or any other state securities laws and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold within the United States or for the benefit of U.S. persons (as defined in Regulation S under the Securities Act).

*The Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering circular or any prospectus, form of application, advertisement, other offering material or other information relating to the Issuer or the Notes may be issued, distributed or published in any country or jurisdiction (including the Republic of Italy, the Grand Duchy of Luxembourg, the United Kingdom and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus see the section headed "*Subscription, Sale and Selling Restrictions*" below.*

Certain monetary amounts and currency conversions included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

*In this Prospectus, unless otherwise specified, references to (i) "**Italy**" are to the Republic of Italy; (ii) "**billions**" are to thousands of millions; and (iii) "**EUR**", "**euro**", "**Euro**" or "**€**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended. Unless otherwise specified or where the context requires, references to laws and regulations are to the laws and regulations of Italy.*

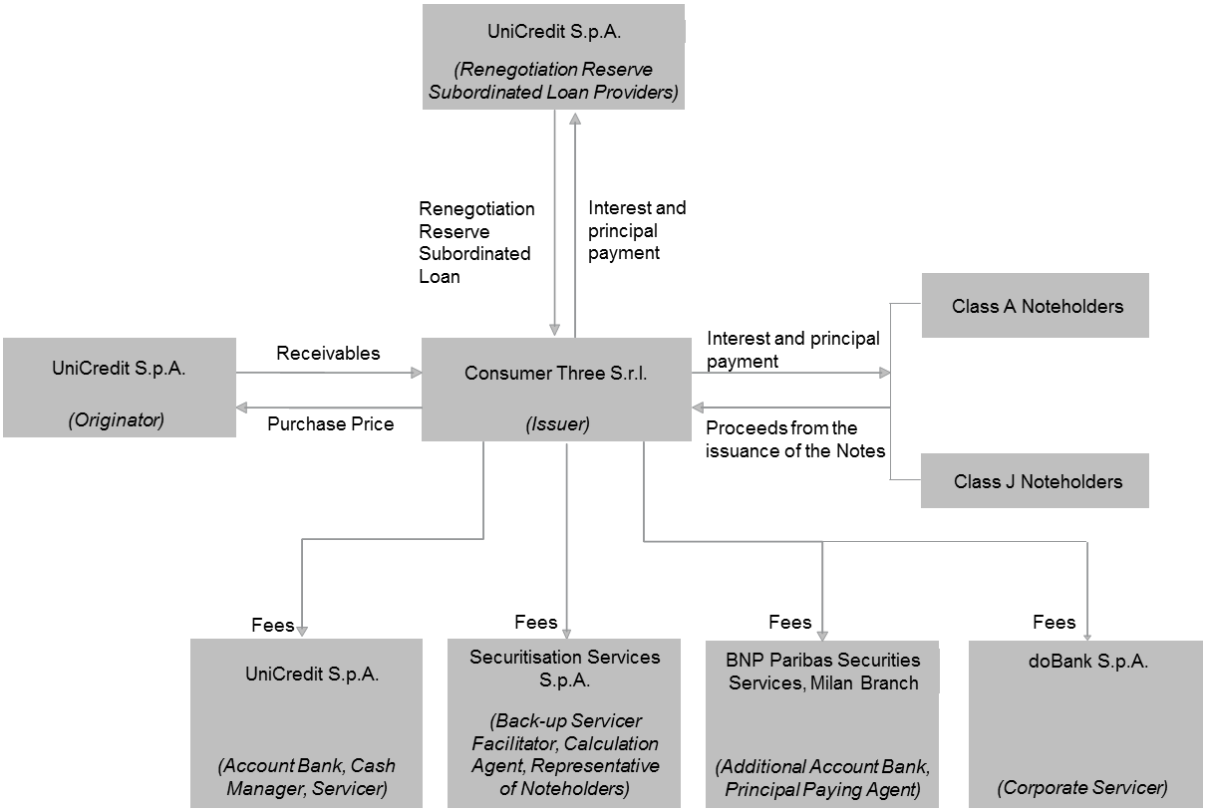
The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

INDEX

Section **Page**

TRANSACTION DIAGRAM

The following is a diagram showing the structure of the Securitisation as at the Issue Date. It is intended to illustrate to prospective noteholders a scheme of the principal transactions contemplated in the context of the Securitisation on the Issue Date.



TRANSACTION OVERVIEW

The following information is an overview of the transactions and assets underlying the Notes and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Prospectus and in the Transaction Documents. It is not intended to be exhaustive and prospective noteholders should also read the detailed information set out elsewhere in this document.

1. THE PRINCIPAL PARTIES

Issuer	**CONSUMER THREE S.R.L.**, a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of €10,000.00 fully paid up, having its registered office at Piazzetta Monte, 1, 37121, Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 04751450265, enrolled in the register of special purpose vehicle held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 1 October 2014 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.
Originator	**UNICREDIT S.P.A.**, a bank incorporated as a *società per azioni* under the laws of the Republic of Italy, share capital of €20,298,341,840.70 fully paid up, having its registered office at Via A. Specchi, 16, 00186 Rome, Italy, fiscal code and enrolment in the companies' register of Rome number 00348170101, parent company of the "*Gruppo Bancario UniCredit*", registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act under number 2008.01, adhering to the *Fondo Interbancario di Tutela dei Depositi*.
Servicer	**UNICREDIT S.P.A.** The Servicer will act as such pursuant to the Servicing Agreement.
Representative of the Noteholders	**SECURITISATION SERVICES S.P.A.**, a *società per azioni* incorporated under the laws of the Republic of Italy, share capital of €1,595,055.00 fully paid-up, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso under number 03546510268, currently registered under number 31816 in the general register and in the special register held by the Bank of Italy pursuant to, respectively, article 106 and article 107 of the Consolidated Banking Act (in the previous formulation), subject to the activity of direction and co-ordination (*attività di direzione e coordinamento*) of Banca Finanziaria Internazionale S.p.A. The Representative of the Noteholders will act as such pursuant to the Subscription Agreements, the Intercreditor Agreement and the Mandate Agreement.
Calculation Agent	**SECURITISATION SERVICES S.P.A.** The Calculation Agent will act as such pursuant to the Cash Allocation, Management

	and Payments Agreement.
Account Bank	**UNICREDIT S.P.A.** The Account Bank will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Additional Account Bank	**BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH**, a bank incorporated under the laws of the Republic of France having its registered office at 3, Rue d'Antin, 75002 Paris, France, acting through its Milan branch, with offices in Via Ansperto, 5, 20123, Milan, Italy. The Additional Account Bank will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Cash Manager	**UNICREDIT S.P.A.** The Cash Manager will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Principal Paying Agent	**BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH**. The Principal Paying Agent will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Renegotiation Reserve Subordinated Loan Provider	**UNICREDIT S.P.A.** The Renegotiation Reserve Subordinated Loan Provider will act as such pursuant to the Renegotiation Reserve Subordinated Loan Agreement.
Corporate Servicer	**doBANK S.P.A.**, a bank with a sole shareholder incorporated as a *società per azioni* under the laws of the Republic of Italy, share capital of €41,280,000.00 fully paid up, having its registered office at Piazzetta Monte 1, 37121 Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 00390840239, enrolled under number 5252 in the register of banks held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act, parent company of the "*Gruppo Bancario doBank*", registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act under number 10639, adhering to *Fondo Interbancario di Tutela dei Depositi*. The Corporate Servicer will act as such pursuant to the Corporate Services Agreement.
Quotaholder	**SVM SECURITISATION VEHICLES MANAGEMENT S.R.L.**, a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy, quota capital of €30,000.00 fully paid up, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso number 03546650262.
Back-up Servicer Facilitator	**SECURITISATION SERVICES S.P.A.** The Back-up Servicer Facilitator will act as such pursuant to the Intercreditor Agreement.

Sole Arranger	**UNICREDIT BANK AG, LONDON BRANCH**.
Sole Lead Manager	**UNICREDIT BANK AG**, a bank incorporated under the laws of the Federal Republic of Germany as a public company limited by shares (*aktiengesellschaft*), registered with the commercial register administered by the Local Court of Munich at number HR B 421 48, belonging to the UniCredit banking group and having its head office at Kardinal-Faulhaber-Strasse 1, D-80333 Munich, Federal Republic of Germany.

2. THE PRINCIPAL FEATURES OF THE NOTES

The Notes

The Notes will be issued by the Issuer on the Issue Date in the following Classes and initial principal amounts:

Senior Notes

€3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040;

Junior Notes

€1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040.

Issue price

The Notes will be issued at the following percentages of their principal amount:

Class	*Issue Price*
Class A	100 per cent.
Class J	100 per cent.

Interest on the Notes

The Notes of each Class will bear interest on their Principal Amount Outstanding from and including the Issue Date at the following respective rates:

Class	*Rate*
Class A	1.70 per cent. *per annum*
Class J	5.00 per cent. *per annum*

Interest in respect of the Notes of each Class will accrue on a daily basis and will be payable in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments. The first payment of interest in respect of the Notes of each Class will be due on the Payment Date falling on 30 June 2016 in respect of the period from (and including) the Issue Date to (but excluding) such date.

Variable Return on the Junior Notes

In addition, a Variable Return may or may not be payable on the Junior Notes on each Payment Date, in accordance with the Conditions.

The Variable Return payable on the Junior Notes on each Payment Date will be determined by reference to the residual Issuer Available Funds after satisfaction of the items ranking in priority to the Variable Return on the Junior Notes in accordance

	with the applicable Priority of Payments.
Junior Notes Conditions	Except for Junior Notes Conditions 3.1 (*Denomination*), 7 (*Interest and Variable Return*) and 8.12 (*Early redemption through the disposal of the Portfolio following full redemption of the Senior Notes*), the terms and conditions of the Junior Notes are the same, *mutatis mutandis*, as the Senior Notes Conditions.
Form and denomination	The denomination of the Senior Notes will be €100,000.00 and integral multiples thereof; the denomination of the Junior Notes will be €110,237.00 and integral multiples thereof. The Notes of each Class will be issued in bearer and dematerialised form and will be evidenced by, and title thereto will be transferable by means of, one or more book-entries in accordance with the provisions of (i) article 83-*bis* of the Financial Laws Consolidation Act, and (ii) the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended and supplemented from time to time. The Notes will be held by Monte Titoli on behalf of the Noteholders until redemption or cancellation thereof for the account of the relevant Monte Titoli Account Holder. No physical document of title will be issued in respect of the Notes.
Ranking, status and subordination	The Senior Notes will at all times rank without preference or priority *pari passu* among themselves for all purposes. The Junior Notes will at all times rank without preference or priority *pari passu* among themselves for all purposes. Both prior to and following the delivery of a Trigger Notice, payments of interest and principal due on the Senior Notes will rank in priority to payments of principal, interest and Variable Return due on the Junior Notes The obligations of the Issuer to each Noteholder as well as to each of the Other Issuer Creditors will be limited recourse obligations of the Issuer. Each Noteholder and Other Issuer Creditor will have a claim against the Issuer only to the extent of the Issuer Available Funds net of any claims ranking in priority to such claims in accordance with the applicable Priority of Payments and *pro rata* with any *pari passu* claim in accordance with the Priority of Payments. The Conditions and the Intercreditor Agreement set out the order of priority of application of the Issuer Available Funds.
Withholding on the Notes	As at the date of this Prospectus, payments of interest, Variable Return and other proceeds under the Notes may be subject to withholding or deduction for or on account of Italian substitute tax (*imposta sostitutiva*), in accordance with Decree 239. Upon the occurrence of any withholding or deduction for or on account of

tax from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes. For further details see the section headed "*Taxation*".

Mandatory redemption

Unless previously redeemed in accordance with the Conditions, the Notes of each Class will be subject to mandatory redemption in full (or in part, *pro rata*) on each Payment Date in accordance with the Conditions, in each case if on such dates there are sufficient Issuer Available Funds which may be applied for this purpose in accordance with the Pre-Trigger Notice Priority of Payments.

Optional redemption

Provided that no Trigger Notice has been served on the Issuer, on any Payment Date falling on or after the Clean Up Option Date, the Issuer may redeem (in whole but not in part) the Senior Notes at their Principal Amount Outstanding (plus any accrued but unpaid interest) and redeem (in whole or in part, subject to the Class J Noteholders having consented to such partial redemption) the Class J Notes in accordance with the Post Trigger Notice Priority of Payments subject to the following:

(i) that the Issuer has given not more than 60 and not less than 30 days' notice to the Representative of the Noteholders and to the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem the Notes of each Class which are to be redeemed; and

(ii) that prior to giving such notice, the Issuer has provided to the Representative of the Noteholders a certificate duly signed by an authorised representative of the Issuer on its behalf confirming that the Issuer will on the relevant Payment Date have the funds, not subject to the interests of any person (other than the Noteholders and the Other Issuer Creditors), required to (a) redeem all the Senior Notes in accordance with Condition 8.3 (*Optional redemption*), (b) pay any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Senior Notes, (c) to the extent the Junior Noteholder have not waived their rights in respect of the Junior Notes, redeem all the Junior Notes (or, in case of redemption in part of the Junior Notes, the relevant portion of its outstanding liabilities in respect of the Junior Notes, the Junior Noteholders' having consented to such partial redemption) and (d) pay any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Junior Notes.

Optional redemption in whole for taxation reasons

Provided that no Trigger Notice has been served on the Issuer, the Issuer may redeem in whole (but not in part) the Senior Notes (plus any accrued but unpaid interest) and redeem (in whole or in part, subject to the Class J Noteholders having consented to such partial redemption) the Class J Notes, in accordance with the Post Trigger Notice Priority of Payments on any Payment Date:

(i) after the date on which the Issuer is required to make any payment in respect of the Notes and the Issuer or any other person would be required to make a Tax Deduction in respect of such payment (other than in respect of a Decree 239 Deduction); or

(ii) after the date of a change in the Tax law of Italy (or the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer, including as a result of any of the Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables,

subject to the following:

(a) that the Issuer has given not more than 60 and not less than 30 days' notice to the Representative of the Noteholders and the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem all (but not some only) of the Notes of each Class which are to be redeemed; and

(b) that prior to giving such notice, the Issuer has provided to the Representative of the Noteholders:

(i) a certificate duly signed by an authorised representative of the Issuer on its behalf to the effect that the obligation to make a Tax Deduction or the imposition resulting in the total amount payable in respect of the Master Portfolio ceasing to be receivable by the Issuer cannot be avoided by taking measures reasonably available to the Issuer and not prejudicial to its interests as a whole; and

(ii) a certificate duly signed by an authorised representative of the Issuer on its behalf confirming that the Issuer will on the relevant Payment Date have the funds, not subject to the interests of any person, required to: (a) redeem all the Senior Notes in accordance with

Condition 8.3 (*Optional redemption in whole for taxation reasons*); (b) pay any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Senior Notes; (c) redeem, to the extent the Junior Noteholders have not waived their rights in respect of the Junior Notes, all the Junior Notes (or, in case of redemption in part of the Junior Notes, the relevant portion of its outstanding liabilities in respect of the Junior Notes, subject to the Junior Noteholders having consented to such partial redemption); and (d) pay any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Junior Notes.

Final Maturity Date

Unless previously redeemed in full or cancelled as provided in the Conditions, the Issuer shall redeem the Notes at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Final Maturity Date.

Segregation of Issuer's Rights

The Notes have the benefit of the provisions of article 3 of the Securitisation Law, pursuant to which the Master Portfolio, any monetary claim of the Issuer under the Transaction Documents, all cash-flows deriving from both of them and any Eligible Investments purchased therewith (together, the "**Segregated Assets**") are segregated by operation of law from the Issuer's other assets. Both before and after a winding up of the Issuer, amounts deriving from the Master Portfolio and the other Segregated Assets will be exclusively available for the purpose of satisfying the obligations of the Issuer to the Noteholders and to the Other Issuer Creditors or to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation in priority to the Issuer's obligations to any other creditors. For further details see the section headed "*Selected Aspects of Italian law*".

The Master Portfolio and the other Segregated Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement and the Mandate Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or, subject to the fulfilment of certain conditions, upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to

enforce the rights entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), to exercise all the Issuer's non-monetary rights, powers and discretion under certain Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Master Portfolio, the other Segregated Assets and the Issuer's Rights. Italian law governs the delegation of such powers.

Trigger Events

The occurrence of each of the following events constitutes a Trigger Event.

(i) *Non-payment*

The Issuer defaults in the payment of the amount of (A) interest due and payable on the Most Senior Class of Notes and such default is not remedied within a period of five Business Days from the due date thereof, and/or (B) principal due and payable on the Most Senior Class of Notes (to the extent that the Issuer has sufficient Issuer Available Funds available to make such payment in accordance with the applicable Priority of Payment) and such default is not remedied within a period of fifteen Business Days from the due date thereof.

(ii) *Breach of other obligations*

The Issuer defaults in the performance or observance of any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of interest and repayment of principal on the Most Senior Class of Notes pursuant to paragraph (i) above) and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no notice requiring remedy will be required) such default remains unremedied for thirty days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the holders of the Most Senior Class of Notes and requiring the same to be remedied.

(iii) *Insolvency of the Issuer*

An Insolvency Event occurs with respect to the Issuer.

(iv) *Unlawfulness*

It is or will become unlawful for the Issuer (in any respect deemed by the Representative of the Noteholders to be materially prejudicial to the interests of the holders of the Most Senior Class of Notes) to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

If a Trigger Event occurs, subject to Condition 14 (*Enforcement*) the Representative of the Noteholders may in its absolute discretion, or, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding, shall, deliver a written notice (a "**Trigger Notice**") to the Issuer.

Notwithstanding Condition 12.2 (*Delivery of a Trigger Notice*) the Representative of the Noteholders shall not be obliged to deliver a Trigger Notice unless it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

Upon the delivery of a Trigger Notice, the Revolving Period (if not already elapsed) will end and all payments of principal and interest on the Senior Notes and all payments of principal, interest and Variable Return on the Junior Notes and any other amount in respect of the Notes of each Class shall (subject to Condition 9 (*Limited recourse and non petition*)) become immediately due and payable without further action or formality at their Principal Amount Outstanding, together with any accrued interest and shall be payable in accordance with the order of priority set out in Condition 6.3 (*Post Trigger Notice Priority of Payments*) and on such dates as the Representative of the Noteholders shall determine as being Payment Dates.

In addition, following the delivery of a Trigger Notice the Representative of the Noteholders shall direct the Issuer to sell the Master Portfolio or a substantial part thereof if so requested by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding and strictly in accordance with the instructions approved thereby.

Non petition

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the Obligations and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of the Obligations. In particular:

(i) no Noteholder (nor any person on its behalf, other than

the Representative of the Noteholders) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer, provided however that this paragraph shall not prevent any Noteholder from taking any steps against the Issuer which do not amount to the commencement or to the threat of commencement of enforcement or insolvency proceedings against the Issuer, or to procuring the appointment of an administrative receiver for, or to the making of an administration order against, or to the winding up or liquidation of, the Issuer;

(ii) until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of all Noteholders and only if the representative(s) of the noteholders of all other securitisations undertaken by the Issuer, if any, have been so directed by the appropriate resolutions of their respective noteholders in accordance with the relevant transaction documents) shall initiate or join any person in initiating an Insolvency Event in relation to the Issuer, unless a Trigger Notice has been served or an Insolvency Event has occurred and the Representative of the Noteholders, having become bound so to do, fails to take such actions as the Representative of the Noteholders is entitled to take under the Transaction Documents within a reasonable period of time and such failure is continuing (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholders may then only proceed subject to the provisions of the Conditions and the Rules, provided further that this provision shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency

proceedings by a third party; and

(iii) no Noteholder shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

Limited recourse obligations of Issuer

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

(i) each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

(ii) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of: (a) the aggregate amount of all sums due and payable to such Noteholder, and (b) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the Priority of Payments in priority to such sums or *pro rata* and *pari passu* with the sums payable to such Noteholder; and

(iii) if the Servicer has given evidence to the Representative of the Noteholders (and the Representative of the Noteholders is satisfied in this respect) that there is no reasonable likelihood of there being any further realisations in respect of the Master Portfolio and/or the other Segregated Assets which would be available to pay unpaid amounts outstanding under the Transaction Documents or the Notes and the Representative of the Noteholders has given notice on the basis of such certificate in accordance with Condition 17 (*Notices*) that there is no reasonable likelihood of there being any further realisations in respect of the Master Portfolio and/or the other Segregated Assets which would be available to pay amounts outstanding under the Transaction Documents, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

The Organisation of the Noteholders and the Representative of the

The Organisation of the Noteholders shall be established upon and by virtue of the issuance of the Notes and shall remain in force and in effect until repayment in full or cancellation of the

Noteholders	Notes. Pursuant to the Rules of the Organisation of the Noteholders (attached to the Conditions as an exhibit), for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, who is appointed by the Sole Lead Manager and the Originator in the Subscription Agreements. Each Noteholder is deemed to accept such appointment.
Rating	The Senior Notes are expected to be rated "Aa2(sf)" by Moody's Investors Service Ltd. and "A(sf)" by Fitch Italia – Società Italiana per il Rating S.p.A., on issue. As of the date hereof, Moody's Investors Service Ltd. and Fitch Italia – Società Italiana per il Rating S.p.A. are established in the European Union and are registered under Regulation (EC) number 1060/2009, as amended by Regulation (EC) number 513/2011 and Regulation (EC) number 462/2013 (the "**CRA Regulation**"), as it appears from the most updated list published by the European Securities and Markets Authority on the webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs. According to the relation to the annual market share calculation for EU registered credit rating agencies published by ESMA (on 18 December 2015|ESMA/2015/1879), the group to which each of Moody's Investors Service Ltd. and Fitch Italia – Società Italiana per il Rating S.p.A. belong have a market share of respectively, 34.67%% and 16.80%. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation. **A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one of the Rating Agencies.** The Junior Notes will not be assigned a rating.
Listing and admission to trading	This Prospectus has been approved by the *Commission de surveillance du secteur financier* as a prospectus issued in compliance with the Prospectus Directive. Application has been made for the Senior Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and to be

	listed on the Official List of the Luxembourg Stock Exchange. No application has been made to list or admit to trading the Junior Notes on the Luxembourg Stock Exchange or on any other stock exchange.
Selling restrictions	There will be restrictions on the sale of the Notes and on the distribution of information in respect thereof. See for further details the section headed "*Subscription, Sale and Selling Restrictions*".
Purchase of the Notes by the Issuer	The Issuer may not purchase any Note at any time.
Governing law	The Notes and any non-contractual obligations arising out thereof will be governed by Italian Law.
Regulatory Disclosure and Retention Undertaking	According to the Senior Notes Subscription Agreement, the Originator has undertaken to retain on the Issue Date and maintain on an ongoing basis a net economic interest not lower than 5% in accordance with option (d) of Article 405 of Regulation 575/2013/CE and option (d) of Article 51 of the AIFMR. See for further details the section headed "*Regulatory Disclosure and Retention Undertaking*".

3. ISSUER AVAILABLE FUNDS AND PRIORITIES OF PAYMENTS

Issuer Available Funds	The Issuer Available Funds, in respect of any Payment Date, are constituted by the aggregate of the Interest Available Funds and the Principal Available Funds. For the avoidance of doubt, following the delivery of a Trigger Notice, the Issuer Available Funds, in respect of any Payment Date, shall also comprise any other amount standing to the credit of the Principal Accumulation Account, the Interim Collection Account, the Collection Account, the General Account, the Payments Account, the Cash Reserve Account, the Renegotiation Reserve Account, the Securities Account and, if the relevant Trigger Event is an Insolvency Event occurred in respect of the Issuer, the Expenses Account.
Interest Available Funds	The Interest Available Funds, on each Calculation Date and in respect of the immediately following Payment Date, are constituted by the aggregate of: (i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of interest, fees and pre-payment penalties with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or

the Collection Account (without double counting), excluding any amounts received by the Issuer from the Originator: (A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties; and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(ii) without duplication of paragraph (i) above, an amount equal to the interest, yield and profit components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Interim Collection Account, the Collection Account, the Cash Reserve Account, the Principal Accumulation Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all Recoveries (including, for avoidance of doubt, principal and interest components) collected by the Issuer (also through the Servicer) with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or the Collection Account (without double counting);

(iv) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (other than the Expenses Account) during the immediately preceding Quarterly Collection Period;

(v) any amounts (other than the amounts already allocated under other items of the Principal Available Funds and the Interest Available Funds) received by the Issuer from any party to the Transaction Documents during the immediately preceding Quarterly Collection Period(including any proceeds deriving from the enforcement of the Issuer's Rights);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Interest Renegotiation Losses occurred in the immediately

preceding Quarterly Collection Period (if any) and the interest portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period;

(viii) any amount allocated on such Payment Date under item (i) of the Principal Priority of Payments prior to the delivery of a Trigger Notice (if any);

minus

(ix) any amount charged to the Issuer by reason of the application of any negative interest rate on any of the Accounts (other than the Expenses Account).

Principal Available Funds The Principal Available Funds are on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of principal with reference to the immediately preceding Quarterly Collection Period and credited to the Interim Collection Account and/or the Collection Account (without double counting);

(ii) without duplication of paragraph (i) above, an amount equal to the principal components (including any amount not accounted for in paragraph (ii) of the definition of Interest Available Funds) invested in Eligible Investments (if any) with reference to the immediately preceding Quarterly Collection Period from the Principal Accumulation Account, the Collection Account, the Interim Collection Account, the Cash Reserve Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all amounts on account of principal received by the Issuer from the Originator pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and credited to the Interim Collection Account and/or the Collection Account and/or the General Account with reference to the immediately preceding Quarterly Collection Period;

(iv) any amounts received by the Issuer from the Originator:

(A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties, and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(v) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items (vii) and (viii) of the Interest Priority of Payments;

(vi) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(vii) any amount set aside in the Payments Account on the immediately preceding Payment Date in accordance with clauses 3.3 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and not paid nor payable to the Originator upon the occurrence of the events specified in such clauses;

(viii) on each Payment Date falling prior to the First Amortisation Payment Date and on the First Amortisation Payment Date, the Issuer Cash Collateral standing to the credit of the Principal Accumulation Account

(ix) any amount allocated on such Payment Date under item (xii) of the Interest Priority of Payments;

(x) following the delivery of a Trigger Notice, the amounts standing to the credit of the Expenses Account upon its closure in accordance with the Cash Allocation, Management and Payments Agreement;

(xi) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Principal Renegotiation Losses occurred in the immediately preceding Quarterly Collection Period (if any) and the principal portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period; and

(xii) on the earlier of: (a) the Payment Date on which there are sufficient Issuer Available Funds to redeem the Senior

Notes in full (taking into account also the amounts referred to in this item (xii)), and (b) the Final Maturity Date, any amounts standing to the credit of the Cash Reserve Account in excess of the Cash Reserve Usage Amount as at such date and any amounts standing to the credit of the Renegotiation Reserve Account.

Interest Priority of Payments prior to the delivery of a Trigger Notice

Prior to the delivery of a Trigger Notice or redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption*) and 8.4 (*Optional redemption in whole for taxation reasons*), the Interest Available Funds shall be applied on each Payment Date in making payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

(i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

(ii) *Second*, to pay the remuneration due to the Representative of the Noteholders and to pay any indemnity amounts properly due under and any proper costs and expenses incurred by the Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents;

(iii) *Third*, to credit into the Expenses Account such an amount as will bring the balance of such account up to (but not in excess of) the Retention Amount;

(iv) *Fourth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable on account of remuneration, indemnities or proper costs and expenses incurred by the relevant agent on such Payment Date to the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator and the Servicer;

(v) *Fifth*, to pay all amounts of interest due and payable on the Senior Notes on such Payment Date;

(vi) *Sixth,* to credit into the Cash Reserve Account such an amount to bring the balance of such account up to (but not in excess of) the Cash Reserve Required Amount;

(vii) *Seventh*, in or towards making good any shortfall

reflected in the Senior Notes Principal Deficiency Ledger until the debit balance, if any, of the Senior Notes Principal Deficiency Ledger is reduced to zero;

(viii) *Eight*, in or towards making good any shortfall reflected in the Junior Notes Principal Deficiency Ledger until the debit balance, if any, of the Junior Notes Principal Deficiency Ledger is reduced to zero

(ix) *Ninth,* to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Originator: (A) the Other Component of the Purchase Price due and payable in relation to the Existing Receivables comprised in the Initial Portfolio or the Second Portfolio or, as the case may be, Further Portfolios; (B) the Other Component of the Purchase Price due and payable but which have remained unpaid on previous Payment Dates in relation to the Existing Receivables comprised in the Initial Portfolio or the Second Portfolio or, as the case may be, Further Portfolios; and (C) the Other Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

(x) *Tenth,* to pay to the Issuer interest accrued due and payable on the Purchase Price of the Initial Portfolio and of the Second Portfolio;

(xi) *Eleventh*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, to the Renegotiation Reserve Subordinated Loan Provider any amount due and payable on account of interest and proper costs and expenses (if any) due and payable on the Renegotiation Reserve Subordinated Loan;

(xii) *Twelfth,* to transfer to the Principal Available Funds any amount paid on the preceding Payment Dates under item (i) of the Principal Priority of Payments and not yet repaid pursuant to this item;

(xiii) *Thirteenth,* to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Junior Notes on such Payment Date;

(xiv) *Fourteenth*, to pay the Variable Return (if any) on the Junior Notes.

Principal Priority of Prior to the delivery of a Trigger Notice or redemption of the

Payments prior to the delivery of a Trigger Notice

Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption*) and 8.4 (*Optional redemption in whole for taxation reasons*), the Principal Available Funds shall be applied on each Payment Date in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

(i) *First*, to pay any amount payable under items from (i) to (v), (inclusive) under the Interest Priority of Payments, to the extent that the Interest Available Funds are not sufficient on such Payment Date to make such payments in full;

(ii) *Second*, during the Revolving Period, to pay, *pari passu* and *pro rata*, to the Originator: (A) the Principal Component of the Purchase Price to be paid in relation to each Existing Receivable comprised in the Further Portfolio purchased by the Issuer on the immediately preceding Transfer Date, provided that, in the event the formalities provided for under the Master Receivables Purchase Agreement have not been complied with on such Payment Date, an amount equal to such Principal Component of the Purchase Price will be credited on the Payments Account and paid to the Originator on the Business Day immediately following the compliance of such formalities; (B) the Principal Component of the Purchase Price in relation to the Existing Receivables comprised in Further Portfolios due and payable but which have remained unpaid on previous Payment Dates, as the case may be; and (C) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

(iii) *Third*, (A) on any Payment Date prior to the First Amortisation Payment Date, to retain on the Principal Accumulation Account the Issuer Cash Collateral on such Payment Date; and (B) on the First Amortisation Payment Date and on any Payment Date thereafter, to pay, *pari passu* and *pro rata*, principal on the Senior Notes outstanding on such Payment Date, until the Senior Notes are repaid in full

(iv) *Fourth*, following the expiry of the Revolving Period, to

pay, *pari passu* and *pro rata*, to the Originator: (A) the Principal Component of the Purchase Price due and payable in relation to the Existing Receivables comprised in Further Portfolios (including, for the avoidance of doubt, those due and unpaid on previous Payment Dates); and (B) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;;

(v) *Fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Renegotiation Reserve Subordinated Loan Provider any principal due and payable on the Renegotiation Reserve Subordinated Loan;

(vi) *Sixth*, to pay to the Originator any Adjustment Purchase Price pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

(vii) *Seventh*, to pay to the Originator any amount due and payable under the Transaction Document, to the extent not already paid or payable under other items of this Priority of Payments;

(viii) *Eight*, on any Payment Date upon redemption in full of the Senior Notes, to pay, *pari passu* and *pro rata*, principal on the Junior Notes outstanding on such Payment Date until the Principal Amount Outstanding of the Junior Notes is equal to the Junior Notes Retained Amount;

(ix) *Ninth*, (A) up to but excluding the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to transfer to the Interest Available Funds any remaining amount after all the other payments under this Principal Priority of Payments have been made in full; and (B) on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to transfer to the Interest Available Funds any remaining amount after all the other payments under this Principal Priority of Payments have been made in full net of any amounts

outstanding in respect of Junior Notes Retained Amount on the Junior Notes;

(x) *Tenth*, on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of the Junior Notes Retained Amount on the Junior Notes.

Post Trigger Notice Priority of Payments

On each Payment Date following the delivery of a Trigger Notice and upon redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption*) and 8.4 (*Optional redemption in whole for taxation reasons*), the Issuer Available Funds shall be applied in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

(i) *First*, if the relevant Trigger Event is not an Insolvency Event, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

(ii) *Second*, to pay according to the respective amounts thereof, the remuneration due to the Representative of the Noteholders and any indemnity amounts properly due to, and any proper costs and expenses incurred by, the Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents;

(iii) *Third*, if the relevant Trigger Event is not an Insolvency Event, to credit into the Expenses Account such an amount to bring the balance of such account up to (but not in excess of) the Retention Amount;

(iv) *Fourth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable on account of remuneration, indemnities or proper costs and expenses incurred by the relevant agent on such Payment Date to the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator and the Servicer;

(v) *Fifth*, to pay all amounts of interest due and payable on

the Senior Notes on such Payment Date;

(vi) *Sixth*, to pay principal on the Senior Notes outstanding on such Payment Date until the Senior Notes are repaid in full;

(vii) *Seventh,* to pay, *pari passu* and *pro rata*, to the Originator: (A) the Purchase Price (including, for the avoidance of doubt, the Other Component of the Purchase Price, if any) due and payable in relation to the Existing Receivables comprised in Further Portfolios (including, for the avoidance of doubt, those amounts due and unpaid on previous Payment Dates); (B) the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

(viii) *Eight*, to pay to the Issuer interest accrued due and payable on the Purchase Price of the Initial Portfolio and of the Second Portfolio;

(ix) *Ninth*, to pay according to the respective amounts thereof, to the Renegotiation Loan Provider interest and principal due and payable on the Renegotiation Reserve Subordinated Loan;

(x) *Tenth,* to pay to the Originator any Adjustment Purchase Price pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

(xi) *Eleventh*, to pay all amounts of interest due and payable on the Junior Notes on such Payment Date;

(xii) *Twelfth*, to pay to the Originator any amount due and payable under the Transaction Documents, to the extent not already paid or payable under other items of this Priority of Payments;

(xiii) *Thirteenth*, to pay principal on the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to the Junior Notes Retained Amount;

(xiv) *Fourteenth*, other than on the Payment Date on which the Junior Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, the Variable Return on the Junior Notes; and

(xv) *Fifteenth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of Junior Notes Retained Amount on the Junior Notes.

4. TRANSFER OF THE MASTER PORTFOLIO

The Master Portfolio

The principal source of payment of interest, and Variable Return and of repayment of principal on the Notes will be collections and recoveries made in respect of (i) the Initial Portfolio purchased by the Issuer on 7 August 2015 pursuant to the terms of the Receivables Purchase Agreement related to the Initial Portfolio (ii) the Second Portfolio purchased by the Issuer on 9 March 2016 pursuant to the terms of the Master Receivables Purchase Agreement and (iii) each Further Portfolio purchased by the Issuer pursuant to the terms of the Master Receivables Purchase Agreement.

On 25 February 2016, certain Receivables comprised in the Initial Portfolio have been repurchased by the Originator pursuant to the terms of the Receivables Repurchase Agreement. On 24 March 2016, the Issuer and the Originator have executed a first partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio, according to which the assignment of certain Receivables included in the Initial Portfolio has been terminated by mutual consent. On 12 April 2016, the Issuer and the Originator have executed a second partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio, according to which the assignment of certain further Receivables included in the Initial Portfolio has been terminated by mutual consent. On 12 April 2016, the Issuer and the Originator have executed a partial termination agreement of the Master Receivables Purchase Agreement, according to which the assignment of certain Receivables included in the Second Portfolio has been terminated by mutual consent.

The Initial Portfolio and the Second Portfolio have been assigned and transferred and any Further Portfolio will be assigned and transferred to the Issuer without recourse (*pro soluto*) against the Originator in the case of a failure by any of the Debtors to pay amounts due under the Loan Agreements, in accordance with the Securitisation Law and subject to the terms and conditions of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement. Sales of Further Portfolios may take place on a quarterly basis during the Revolving Period to the extent that (i) the Notes have been issued; (ii) each of the Conditions for the Purchase of Further Portfolios is satisfied, and (iii) no Purchase Termination Notice or Trigger Notice has been served pursuant

to, respectively, Condition 12 (*Trigger Events*) and Condition 13 (*Purchase Termination Events*).

The Initial Portfolio and the Second Portfolio include, and any other Further Portfolio may include, Receivables which are existing as at the relevant transfer date (the "**Existing Receivables**") and Receivables arising from additional disbursement which may be made under the relevant Loan Agreement where permitted thereunder (the "**Future Receivables**"). The Future Receivables coming into existence, if any, will be automatically transferred to the Issuer on the relevant Arising Date (if any) under the provisions of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and Italian law.

The Receivables comprised in the Initial Portfolio have been selected on the basis of objective criteria listed in schedule 1 to the Receivables Purchase Agreement related to the Initial Portfolio (the "**Initial Portfolio Criteria**"). The Receivables comprised in the Second Portfolio and each Further Portfolio have been and will be selected on the basis of (i) certain common objective criteria listed in schedule 1 the Master Receivables Purchase Agreement (the "**Common Criteria**") which shall apply to the Second Portfolio and to any Further Portfolio, and (ii) certain further objective criteria listed in schedule 2 to the Master Receivables Purchase Agreement (the "**Specific Criteria**"). The Specific Criteria listed in schedule 2 to the Master Receivables Purchase Agreement are split into "Part A - Specific Criteria relating to the Second Portfolio", which shall apply to the Second Portfolio, and "Part B - Specific Criteria relating to Further Portfolios", which supplement the Common Criteria at the option of the Originator and the Issuer in respect of any Further Portfolio. Pursuant to the Master Receivables Purchase Agreement, further objective criteria (the "**Additional Criteria**" and, together with the Initial Portfolio Criteria, the Common Criteria and the Specific Criteria, the "**Criteria**") may be agreed between the Issuer and the Originator from time to time to supplement the Specific Criteria in the selection of any Further Portfolio.

The Purchase Price in respect of the Initial Portfolio, the Second Portfolio and each other Further Portfolio is equal to the sum of all Individual Purchase Prices of the relevant Receivables. The Individual Purchase Price of the Existing Receivables comprised in the relevant Portfolio has been calculated on 1 March 2016, by reference to the Receivables comprised in the Initial Portfolio, and on the relevant Valuation Date by reference to the

Receivables comprised in the Second Portfolio and any Further Portfolio; the Individual Purchase Price of the Future Receivables comprised in the relevant Portfolio will be calculated on the relevant Arising Date (included).

The Principal Component of the Purchase Price in respect of the Existing Receivables included in the Initial Portfolio and the Second Portfolio will be paid by the Issuer using the proceeds of the issue of the Notes on the later of (i) the Issue Date and (ii) the date falling after the compliance of the formalities provided for under the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement.

The Principal Component of the Purchase Price in respect of the Existing Receivables included in any Further Portfolio will be paid to the Originator on the later of (i) the Payment Date falling immediately after the assignment of the relevant Further Portfolio, and (ii) the date falling after the compliance (in relation to the relevant Further Portfolio) of the formalities provided for under the Master Receivables Purchase Agreement and to the extent of the then available Principal Available Funds, in accordance with the then applicable Priority of Payments.

The Other Component of the Purchase Price in respect of the Existing Receivables included in the Initial Portfolio, the Second Portfolio and in any Further Portfolio will be paid on each Payment Date (subject to the compliance of the formalities provided for under the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement) and to the extent of the then Interest Available Funds and subject to and in accordance with the applicable Priority of Payments.

The Principal Component of the Purchase Price and the Other Component of the Purchase Price in respect of the Future Receivables included in the Initial Portfolio, the Second Portfolio and any Further Portfolio will be paid to the Originator on the later of: (i) the Payment Date falling immediately after the relevant Arising Date, and (ii) the date falling after the compliance of the formalities provided under the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement to the extent of, respectively, the then Principal Available Funds, in accordance with the then applicable Priority of Payments, provided that during the Revolving Period, no such payment may be made by the Issuer if, on the Calculation Date immediately preceding the relevant Payment Date the Further Portfolio Conditions are not

met (irrespective of whether a Further Portfolio has been offered for sale by the Originator on the immediately preceding Offer Date).

In accordance with the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement, the Purchase Price of the Future Receivables comprised in the Initial Portfolio, the Second Portfolio and in any Further Portfolio shall be paid subject to the:

(a) publication of a confirmation notice of assignment of the relevant Receivables in the *Gazzetta Ufficiale della Repubblica Italiana* (the "**Confirmation Notice**"); and

(b) registration of such Confirmation Notice with the competent Companies' Register.

Under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator:

(a) an option right to repurchase (in whole but not in part), on the Clean Up Option Date and on any Payment Date thereafter, the outstanding Receivables included in the Master Portfolio, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement;

(b) an option right to repurchase individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement; and

(c) a pre-emption right to repurchase the outstanding Receivables included in the Master Portfolio or individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement.

See for further details the sections headed "*The Master Portfolio*" and "*Description of the Transaction Documents - The Receivables Purchase Agreement related to the Initial Portfolio*" and "*Description of the Transaction Documents - The Master Receivables Purchase Agreement*"".

Conditions for the Purchase of Further Portfolios

During the Revolving Period, Further Portfolios may only be offered or purchased if, on the relevant Offer Date, all of the following conditions are satisfied with respect to the offered Further Portfolio:

(i) following the purchase of the relevant Further Portfolio, on the relevant Cut-Off Date, the Weighted Average

Interest Rate of the Master Portfolio is higher than or equal to the Minimum Weighted Average Interest Rate;

(ii) on the Cut-Off Date, the average remaining maturity of the Receivables included in the Master Portfolio (including the Further Portfolio to be purchased), taking into account also the Renegotiations (if any), weighted for the Outstanding Principal Not Yet Due, is not higher than the Maximum Residual Life;

(iii) the balance of the amounts standing to the credit of the Principal Accumulation Account in not higher than the Maximum Balance of the Principal Accumulation Account;

(iv) the Cumulative Default Ratio calculated by reference to the immediately preceding Quarterly Collection Period is not higher than the Master Portfolio's Cumulative Default Ratio;

(v) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors that pay via direct debit (including for avoidance of doubt debtors that pay via SDD) on an account with UniCredit S.p.A. is higher than the Direct Debit Loans' Minimum Amount;

(vi) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Southern Regions is lower than the Southern Regions Loans' Maximum Amount;

(vii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Northern Regions is higher than the Northern Regions Loans' Minimum Amount;

(viii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Central Regions is higher than the Central Regions Loans' Minimum Amount;

(ix) on the Cut-Off Date, the Set-Off Exposure is not higher than the Maximum Set-Off Exposure Amount;

(x) on the relevant Valuation Date, the Moody's Set-Off Exposure is not higher than the Moody's Maximum Set-

Off Exposure Amount;

(xi) the balance of the Junior Notes Principal Deficiency Ledger has not been negative for the Consecutive Payment Dates preceding the relevant Offer Date;

(xii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to the Credit Express Compact Loans is not higher than the Credit Express Compact Loans Maximum Amount;

(xiii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to the Other Loans is higher than or equal to the Other Loans Minimum Amount.

Purchase Termination Notice

If any of the following Purchase Termination Event occurs during the Revolving Period:

(i) *Breach of obligations by the Originator:*

the Originator defaults in the performance or observance of any of its material obligations under or in respect of any of the Transaction Documents to which it is a party and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 30 days after the Representative of the Noteholders has given written notice thereof, to the Issuer and the Originator, declaring that such default is, in its reasonable opinion, materially prejudicial to the interest of the holders of the Senior Notes; or

(ii) *Insolvency of the Originator:*

(A) the Bank of Italy has filed with the Ministry of Economy and Finance an application for the commencement of a bankruptcy proceedings against the Originator, or an application for the declaration of insolvency of the Originator has been filed (unless such application is manifestly groundless and it is contested in good faith by the Originator), or the Originator has become subject to any of the procedures under articles 74 or 76 of the Consolidated Banking Act, or a resolution for the admission to such procedures has been resolved over by the Originator, or a resolution for the admission to a bankruptcy proceedings has been resolved over by the Originator; or

(B) the Originator takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

(iii) *Winding up of the Originator:*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the Originator; or

(iv) *Termination of Servicer's appointment*

the Issuer has terminated the appointment of UniCredit as Servicer following the occurrence of an event other than those listed above in accordance with the provisions of the Servicing Agreement and a new servicer is not appointed within 30 Business Days; or

(v) *Breach of representations and warranties by the Originator*

any representation and warranty given by the Servicer under or in respect of the Master Receivables Purchase Agreement or any Transaction Documents is untrue, false and misleading, and such breach (in the sole opinion of the Representative of the Noteholders) is materially prejudicial to the interest of the holders of the Senior Notes,

(vi) *Arrears Ratio*

the Arrears Ratio calculated by reference to the immediately preceding Quarterly Collection Period is not higher than the Master Portfolio's Arrears Ratio for the Consecutive Payment Dates,

then the Representative of the Noteholders:

(1) in the case of a Purchase Termination Event under paragraph (ii) above shall; and

(2) in the case of the other Purchase Termination Events, may in its discretion, or, shall if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding,

deliver a Purchase Termination Notice to the Issuer, the Calculation Agent, the Rating Agencies and the Originator. After the service of a Purchase Termination Notice from the Representative of the Noteholders, the Issuer shall refrain from purchasing any Further Portfolio under the Master Receivables Purchase Agreement.

Servicing of the Master Portfolio

On 7 August 2015, the Servicer and the Issuer entered into the Servicing Agreement, pursuant to which the Servicer has agreed to collect the Receivables and to administer and service the Initial Portfolio on behalf of the Issuer in compliance with the Securitisation Law.

On 9 March 2016, the Servicer and the Issuer entered into an amendment agreement to the Servicing Agreement pursuant to which the appointment of the Servicer has been extended to the Receivables comprised in the Second Portfolio and in each Further Portfolio.

The Servicer has undertaken to prepare and submit to the Issuer, on a quarterly basis, reports in the form set out in the Servicing Agreement. In particular, the Servicer shall prepare a Quarterly Servicer's Report, containing information relating to the Collections and the Recoveries made in respect of the Master Portfolio during the relevant Quarterly Collection Period, including, without limitation, a description of the Master Portfolio, information relating to any Defaulted Receivables and the Collections during the preceding Quarterly Collection Period.

Under the Servicing Agreement, the Servicer, during each Quarterly Collection Period, may, in accordance with and subject to the conditions provided for under the Servicing Agreement, renegotiate the terms of the Receivables. If the Renegotiation Reserve Available Amount is at least equal to the Renegotiation Reserve Required Amount as at the Payment Date immediately preceding the date on which the renegotiation shall be carried out or, following such Payment Date, the Renegotiation Reserve Subordinated Loan Provider has made available to the Issuer a Renegotiation Reserve Subordinated Loan for an amount which will bring the balance of the Renegotiation Reserve Account up to or in excess of the Renegotiation Reserve Required Amount.

See for further details the section headed: "*Description of the Transaction Documents - The Servicing Agreement*".

Warranties and indemnities

In the Warranty and Indemnity Agreement (as subsequently amended), the Originator has made certain representations and warranties to the Issuer in relation to, *inter alia*, the Receivables

and has agreed to indemnify the Issuer in respect of certain liabilities incurred by the Issuer as a result of the breach of such representations and warranties.

See for further details the section headed: "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*".

5. **CREDIT STRUCTURE**

Intercreditor Agreement

Under the terms of the Intercreditor Agreement, the Representative of the Noteholders shall be entitled, *inter alia*, following the service of a Trigger Notice and until the Notes have been repaid in full or cancelled in accordance with the Conditions, to pay or cause to be paid on behalf of the Issuer and using the Issuer Available Funds all sums due and payable by the Issuer to the Noteholders, the Other Issuer Creditors and any third party creditors in respect of costs and expenses incurred by the Issuer in the context of the Securitisation in accordance with the terms of the Post Trigger Notice Priority of Payments.

See for further details the section headed: "*Description of the Transaction Documents - The Intercreditor Agreement*".

Cash Allocation, Management and Payments Agreement

Under the terms of the Cash Allocation, Management and Payments Agreement, the Servicer, the Account Bank, the Additional Account Bank, the Calculation Agent, the Corporate Servicer and the Principal Paying Agent and the Cash Manager have agreed to provide the Issuer with certain calculation, notification and reporting services together with account handling services in relation to moneys from time to time standing to the credit of the Accounts and with certain agency services.

The Calculation Agent has agreed to prepare (i) on or prior to each Calculation Date, the Payments Report containing, *inter alia*, details of amounts to be paid by the Issuer on the Payment Date following such Calculation Date in accordance with the Priority of Payments, and (ii) not later than 8 Business Days following each Payment Date, the Investors Report. On each Payment Date, the Principal Paying Agent shall apply amounts transferred to it out of the Payments Account in making payments to the Noteholders in accordance with the Priority of Payments, as set out in the Payments Report.

See for further details the section headed: "*Description of the Transaction Documents - The Cash Allocation, Management and Payments Agreement*".

Cash Reserve

On the Issue Date, a portion of the interest component of the Collections received by the Issuer between the Valuation Date

and the Issue Date, in an amount equal to the Initial Cash Reserve Amount, shall be deposited by the Issuer on the Cash Reserve Account to form the Cash Reserve.

The Cash Reserve Usage Amount will be used on each Payment Date, together with the Interest Available Funds for making certain payments under the Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount and the amount available under item (i) of the Principal Priority of Payments on such Payment Date) are not sufficient to make such payments in full on such Payment Date.

On the earlier of (a) the Payment Date on which there are sufficient Issuer Available Funds to redeem the Senior Notes in full (taking into account also the amounts referred to in this paragraph) and (b) the Final Maturity Date, any amounts standing to the credit of the Cash Reserve Account in excess of the Cash Reserve Usage Amount as at such date will be used to increase the Principal Available Funds.

Prior to the delivery of a Trigger Notice and if the Cash Reserve has been used, the Cash Reserve Account will be replenished, to the extent there are Issuer Available Funds applicable for such purpose, up to the Cash Reserve Required Amount on any Payment Date, in accordance with the Interest Priority of Payments.

Renegotiation Reserve Subordinated Loan Agreement

Under the terms of the Renegotiation Reserve Subordinated Loan Agreement, the Renegotiation Reserve Subordinated Loan Provider has agreed to make available to the Issuer the Renegotiation Reserve Subordinated Loan for an amount equal to the Initial Renegotiation Reserve Amount for the purpose of establishing, on the Issue Date, the Renegotiation Reserve in an amount equal to the Initial Renegotiation Reserve Amount.

Under the provisions of the Renegotiation Reserve Subordinated Loan Agreement, the Issuer may request and the Renegotiation Reserve Subordinated Loan Provider may, in its sole and absolute discretion, agree to an increase of the amount originally disbursed under the Renegotiation Reserve Subordinated Loan Agreement for the purpose of making available to the Issuer additional amounts.

The Renegotiation Reserve Subordinated Loan will be repaid by the Issuer in accordance with the Renegotiation Reserve Subordinated Loan Agreement and the applicable Priority of Payments.

Renegotiation Reserve

On the Issue Date, an amount equal to the Initial Renegotiation Reserve Amount shall be drawn down in accordance with the terms of the Renegotiation Reserve Subordinated Loan Agreement and shall be deposited by the Issuer on the Renegotiation Reserve Account to form the Renegotiation Reserve.

The Renegotiation Reserve will be used, on each Payment Date, for an amount up to the aggregate of the Quarterly Interest Renegotiation Losses, the Quarterly Principal Renegotiation Losses, as at the Calculation Date immediately preceding such Payment Date, and the interest and principal portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period, for the purpose of making good any shortfall arising from the renegotiation of Receivables made in accordance with the provisions of the Servicing Agreement. Under the Servicing Agreement, the Servicer, during each Quarterly Collection Period, may, in accordance with and subject to the conditions provided for under the Servicing Agreement, renegotiate the terms of the Receivables if the Renegotiation Reserve Available Amount is at least equal to the Renegotiation Reserve Required Amount as at the Payment Date immediately preceding the date on which the renegotiation shall be carried out or, following such Payment Date, the Servicer has made available to the Issuer additional amounts under the Renegotiation Subordinated Loan Agreement so as to bring the Renegotiation Reserve Available Amount up to or in excess of the Renegotiation Reserve Required Amount.

On the earlier of (a) the Payment Date on which there are sufficient Issuer Available Funds to redeem the Senior Notes in full (taking into account also the amounts referred to in this paragraph) and (b) the Final Maturity Date, any amounts standing to the credit of the Renegotiation Reserve Account in excess of an amount up to the aggregate of the Quarterly Interest Renegotiation Losses, the Quarterly Principal Renegotiation Losses, as at the Calculation Date immediately preceding such Payment Date, and the interest and principal portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period will be used to increase the Principal Available Funds.

Principal Deficiency Ledgers

Pursuant to the Cash Allocation, Management and Payments Agreement the Calculation Agent will establish on the Issue Date two Principal Deficiency Ledgers, namely:

(a) the Senior Notes Principal Deficiency Ledger; and

(b) the Junior Notes Principal Deficiency Ledger.

On each Calculation Date, the Calculation Agent will, subject to receipt of the relevant information due from the Corporate Servicer, the Principal Paying Agent, the Servicer, the Additional Account Bank and the Account Bank, record any Principal Deficiency Amount arisen in connection with the immediately preceding Quarterly Collection Period in the Principal Deficiency Ledgers by debiting any Principal Deficiency Amount as follows:

(i) *first*, to the Junior Notes Principal Deficiency Ledger so long as, and to the extent that, the debit balance of the Junior Notes Principal Deficiency Ledger is less than or equal to the Principal Amount Outstanding on the Junior Notes (taking into account any Principal Deficiency Amount previously debited to such Class Junior Notes Principal Deficiency Ledger and in respect of which funds have not yet been allocated in accordance with item (viii) of the Interest Priority of Payments); and

(ii) *second*, to the Class Senior Notes Principal Deficiency Ledger so long as, and to the extent that, the debit balance of the Senior Notes Principal Deficiency Ledger is less than or equal to the Principal Amount Outstanding on the Senior Notes (taking into account any Principal Deficiency Amount previously debited to such Senior Notes Principal Deficiency Ledger and in respect of which funds have not yet been allocated in accordance with item (vii) of the Interest Priority of Payments).

Provisions will be made by the Issuer against any Principal Deficiency Amount in accordance with the Interest Priority of Payments. The aggregate amounts provisioned on a Payment Date pursuant to items (vii) and (viii) of the Interest Priority of Payments will form part of the Principal Available Funds and will therefore be applied to make payments due in accordance with the Principal Priority of Payments.

Mandate Agreement

Under the terms of the Mandate Agreement, the Representative of the Noteholders will be authorised, subject to a Trigger Notice being served upon the Issuer following the occurrence of a Trigger Event or upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights entitlements or remedies, to

exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), to exercise, in the name and on behalf of the Issuer, all the Issuer's non monetary rights arising out of certain Transaction Documents to which the Issuer is a party.

See for further details the section headed: "*Description of the Transaction Documents – The Mandate Agreement*".

Corporate Services Agreement

Under the terms of the Corporate Services Agreement, the Corporate Servicer has agreed to provide certain corporate administrative services to the Issuer.

See for further details the section headed: "*Description of the Transaction Documents – The Corporate Services Agreement*".

6. THE TRANSACTION ACCOUNTS

Interim Collection Account

Pursuant to the Servicing Agreement, the Servicer shall credit to the Interim Collection Account established in the name of the Issuer with the Account Bank all the amounts received or recovered in respect of the Master Portfolio.

Collection Account

Pursuant to the Cash Allocation, Management and Payments Agreement, the Account Bank shall credit to the Collection Account established in the name of the Issuer with the Additional Account Bank:

(i) starting from the date on which the long term and the short term rating of the Account Bank becomes (i) lower than "Baa2" and "P-2" by Moody's, or (ii) lower than "BBB" or "F2" by Fitch and until the date on which such rating thresholds are met again, on the first Business Day of each week, any amount standing to the credit of the Interim Collection Account as at such date;

(ii) starting from the date on which the long term and the short term rating of the Account Bank becomes (i) lower than "Baa2" and "P-2" by Moody's, or (ii) lower than "BBB" or "F2" by Fitch and until the date on which such rating thresholds are met again, upon instruction by the Servicer but in any case three Business Days before each Payment Date, any amount standing to the credit of the Interim Collection Account received after the first Business Day of a week and not yet transferred to the Collection Account but pertaining to the same Quarterly Collection Period.

The Collection Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible

	Institution.
Payments Account	All amounts payable by the Issuer on each Payment Date will, two Business Days prior to such Payment Date, be paid by the Additional Account Bank into the Payments Account established in the name of the Issuer with the Principal Paying Agent. The Payments Account, initially opened with the Principal Paying Agent, shall be at all times held with an Eligible Institution.
Cash Reserve Account	The Issuer has established with the Additional Account Bank the Cash Reserve Account in order to deposit: (i) on the Issue Date, the Initial Cash Reserve Amount through the application of a portion of the interest component of the Collections received by the Issuer between the Valuation Date and the Issue Date; and (ii) on each Payment Date, in accordance with the Interest Priority of Payments and subject to the availability of sufficient Interest Available Funds, the amount necessary to replenish the Cash Reserve as to bring the balance of the Cash Reserve Account up to, but not in excess of, the Cash Reserve Required Amount. The Cash Reserve Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution. The Cash Reserve Account shall be closed once the Senior Notes are repaid in full or otherwise cancelled in accordance with the Conditions.
Securities Account	The Issuer has established with the Additional Account Bank the Securities Account in which shall be deposited or recorded any Eligible Investments represented by securities. The Securities Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.
Renegotiation Reserve Account	The Issuer has established with the Additional Account Bank the Renegotiation Reserve Account in order to deposit (i) on the Issue Date, the Initial Renegotiation Reserve Amount drawn down under the Renegotiation Reserve Subordinated Loan Agreement; (ii) on each relevant date, in accordance with the Renegotiation Reserve Subordinated Loan Agreement, the amount necessary to replenish the Renegotiation Reserve as to bring the balance of the Renegotiation Reserve Account up to, but not in excess of, the Renegotiation Reserve Required Amount.

The Renegotiation Reserve Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

The Renegotiation Reserve Account shall be closed once the Senior Notes are repaid in full or otherwise cancelled in accordance with the Conditions.

General Account

The Issuer has established with the Additional Account Bank the General Account in order to deposit any amounts received under any Transaction Document and not allocated to any other Account, such as the proceeds deriving from the sale, if any, of the Master Portfolio or individual Receivables in accordance with the provisions of the Master Receivables Purchase Agreement and any amount paid by the Originator in accordance with the provisions of the Warranty and Indemnity Agreement.

The General Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

Expenses Account

The Issuer has established the Expenses Account with UniCredit S.p.A., into which, on the Issue Date, and, if necessary, on every Payment Date, a pre-determined amount will be credited up to the Retention Amount which will be used by the Issuer to pay any Expenses.

Principal Accumulation Account

Pursuant to the Cash Allocation, Management and Payments Agreement, on any Payment Date during the Revolving Period, any Issuer Cash Collateral on such Payment Date shall be credited on the Principal Accumulation Account established in the name of the Issuer with the Additional Account Bank.

The Principal Accumulation Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

The Principal Accumulation Account shall be closed on the First Amortisation Payment Date and amounts previously credited to the Principal Accumulation Account shall be considered as Principal Available Funds and applied in accordance with the applicable Priority of Payments.

REGULATORY DISCLOSURE AND RETENTION UNDERTAKING

On 26 June 2013 the European Parliament and the European Council adopted the Directive 2013/36/EU (the "**CRD IV**") amending the so-called capital requirements directive (being and expression making reference to Directive 2006/48/EC and Directive 2006/49/EC) (as amended, the "**CRD**"), and Regulation 575/2013/EU (the "**CRR**") relating to, *inter alia*, exposures to transferred credit risk in the context of securitisation transactions.

Pursuant to article 405 of the CRR ("**Article 405 of the CRR**"), an EU regulated credit institution, other than when acting as originator, sponsor or original lender, may assume an exposure in the context of a securitisation in its trading or non-trading book only if the originator, sponsor or original lender has explicitly disclosed to such credit institution that it will retain, on an ongoing basis, a material net economic interest not lower than 5% in such securitisation.

The CRR (including Article 405) is directly applicable and became effective on 1 January 2014. The CRD IV has been implemented in Italy by the Bank of Italy Instructions *(Disposizioni di Vigilanza per le Banche)* entered into force in 1 January 2014.

Similar requirements to those set out in articles 405 and following of the CRR (a) are imposed on EU-regulated alternative investment fund managers by chapter 3, section 5 of the AIFMR and, in particular, Article 51.

In the Senior Notes Subscription Agreement, UniCredit, in its capacity as Originator, has undertaken to the Issuer, the Sole Lead Manager and the Representative of the Noteholders that it will retain at the Issue Date and maintain on an ongoing basis a net economic interest in the Securitisation described in this Prospectus not lower than 5% in accordance with option (d) of Article 405 of the CRR (i.e. "*the first loss tranche and, if necessary, other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total no less than 5% of the nominal value of the securitised exposures*") and option (d) of Article 51 of AIFMR or, in accordance with Article 405 of the CRR, any alternative permitted method to the extent that adequate disclosure on such alternative method has been given, *inter alios*, to the Senior Noteholders. Notice on such alternative method shall be given to the Noteholders through the systems of Monte Titoli and, as long as the Senior Notes are listed on the Official List of the Luxembourg Stock Exchange, be published on the website of the Luxembourg Stock Exchange, in accordance with Conditions 17 (*Notices*).

Pursuant to Article 405 of the CRR, the Originator is prohibited from hedging or otherwise transferring the retained risk.

Article 406 of the CRR further requires an EU regulated credit institution, before investing, and as appropriate thereafter, for each of its individual exposure in securitisation transaction, to carry out a due diligence in respect of each such exposure and the relevant securitisation, to implement formal policies and procedures appropriate for such activities to be conducted on an on-going basis, to regularly perform its own stress tests appropriate to its exposure and to monitor on an ongoing basis and in a timely manner performance information on such exposures. Failure to comply with one or more of the requirements set out in Article 405 of the CRR will result in the imposition of a higher capital requirement in relation to the relevant exposure by the relevant EU regulated credit institution. In such respect, Article 409 of the CRR, the Bank of Italy Instructions and chapter 3, section 5 of the AIFMR require originators and sponsors to ensure that prospective investors have readily available access as at the Issue Date and on an ongoing basis to all information necessary to comply with their

due diligence and monitoring obligations and all relevant data necessary to conduct comprehensive and well informed stress tests on the underlying exposures.

UniCredit, in its capacity as Originator, (i) has made available on the Issue Date and (ii) has undertaken in the Senior Notes Subscription Agreement to make available on a quarterly basis, the information required by Article 409 of the CRR, by the Bank of Italy Instructions and by chapter 3, section 5 of the AIFMR necessary to prospective investors for the purposes above. Such information will include: (a) aggregate amount of Collections related to the Receivables collected during the relevant Quarterly Collection Period; (b) a description, by aggregate amounts, of the Master Portfolio during the relevant Quarterly Collection Period similar to the information contained in the section headed "*The Master Portfolio*" in this Prospectus; (c) net economic interest held by Originator in the Securitisation; (d) a description, by aggregate amounts, of the Receivables comprised in the Master Portfolio and classified as Defaulted Receivables by the Servicer; (e) a description, by aggregate amounts, of the Receivables comprised in the Master Portfolio and classified as Delinquent Receivables by the Servicer; and (f) a description, by aggregate amounts, of the Recovery Amounts collected by the Servicer.

The above information will be available to the Noteholders in accordance with the following modalities:

(a) on or around the Issue Date will:

  (i) appear on Bloomberg, in the page associated to the Notes; and

  (ii) with reference to any further information, required by Article 409 of the CRR, by the Bank of Italy Instructions and by chapter 3, section 5 of the AIFMR as implemented from time to time, and not covered under point (i) above, appear on the Unicredit S.p.A. web site on: http://www.unicreditgroup.eu;

(b) after the Issue Date, on a quarterly basis, will:

  (i) appear on Bloomberg, in the page associated to the Notes;

  (ii) be included in the Investors Report issued by the Calculation Agent, which will be generally available to the Noteholders and prospective investors at the offices of the Principal Paying Agent, on the Calculation Agent's website on http://www.securitisation-services.com and on the Originator's web site on http://www.unicreditgroup.eu; and

  (iii) with reference to any further information, required by Article 409 of the CRR, as implemented from time to time, and not covered under points (i) and (ii) above, appear on the Unicredit S.p.A. web site on: http://www.unicreditgroup.eu.

See for further details the section headed: "*Risk Factors and Special Considerations – Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*".

RISK FACTORS AND SPECIAL CONSIDERATIONS

Investing in the Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may, exclusively or concurrently, occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Senior Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Senior Notes of interest or principal on such Senior Notes on a timely basis or at all. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

RISK FACTORS AND SPECIAL CONSIDERATIONS IN RELATION TO THE ISSUER

Securitisation Law

The Securitisation Law was enacted in Italy in April 1999. As at the date of this Prospectus, no interpretation of the application of the Securitisation Law has been issued by any Italian court or governmental or regulatory authority, except for limited regulations issued by the Bank of Italy concerning, *inter alia*, the accounting treatment of securitisation transactions by special purpose companies incorporated under the Securitisation Law, such as the Issuer, and the duties of the companies which carry out collection and recovery activities in the context of a securitisation transaction. Consequently, it is possible that such or different authorities may issue further regulations relating to the Securitisation Law or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Prospectus.

Issuer's ability to meet its obligations under the Notes

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on (i) the receipt by the Issuer of collections and recoveries made on its behalf by the Servicer from the Master Portfolio, (ii) the amounts standing to the Credit of the Cash Reserve Account; and (iii) any other amounts received by the Issuer pursuant to the provisions of the other Transaction Documents to which it is a party.

There is no assurance that, over the life of the Notes or at the redemption date of the Notes (whether on the Final Maturity Date, upon redemption by acceleration of maturity following the delivery of a Trigger Notice, or otherwise), there will be sufficient funds to enable the Issuer to pay interest on the Notes, or to repay the Notes in full.

No independent investigation in relation to the Receivables

None of the Issuer, the Sole Arranger or the Sole Lead Manager nor any other party to the Transaction Documents (other than the Originator) has carried out any due diligence in respect of the Loan Agreements nor has any of them undertaken or will undertake any investigation, searches or other actions to verify the details of the Receivables sold by the Originator to the Issuer, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtors. There can be no assurance that the assumptions used in modelling the cash flows of the Receivables and the Master Portfolio accurately reflects the status of the underlying Loan Agreements.

The Issuer will rely instead on the representations and warranties given by the Originator in the Warranty and Indemnity Agreement. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Receivable will be the requirement that the Originator indemnifies the Issuer for the damages deriving therefrom pursuant to the Warranty and Indemnity Agreement (see the section headed "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*", below). There can be no assurance that the Originator will have the financial resources to honour such obligations.

Liquidity and credit risk

The Issuer is subject to a liquidity risk in case of delay between the scheduled payment dates for the Instalments provided under the Loan Agreements and the actual receipt of payments from the Debtors.

This risk is addressed in respect of the Senior Notes through the support provided to the Issuer in respect of interest payments on the Senior Notes by the Cash Reserve.

The Issuer is also subject to the risk of default in payment by the Debtors and of the failure to realise or to recover sufficient funds in respect of the Loans in order to discharge all amounts due from the Debtors under the Loan Agreements.

This risk is mitigated by the availability of, with respect to the Senior Notes, the credit support provided by the Junior Notes.

No assurance can be given that any of these mitigants will be adequate to ensure to the Noteholders punctual and full receipt of amount due under the Notes.

Although the Issuer believes that the Master Portfolio has characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes, there can, however, be no assurance that the level of collections and recoveries received from the Master Portfolio will be adequate to ensure timely and full receipt of amounts due under the Notes.

Credit risk on UniCredit S.p.A. and the other parties to the Transaction Documents

The ability of the Issuer to make payments in respect of the Notes will depend to a significant extent upon the due performance by UniCredit S.p.A. (in any capacity) and the other parties to the Transaction Documents of their respective various obligations under the Transaction Documents to which they are parties. In particular, without limiting the generality of the foregoing, the timely payment of amounts due on the Notes will depend on the ability of the Servicer to service the Master Portfolio and to recover the amounts relating to Defaulted Receivables (if any). The performance of

such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party.

It is not certain that a suitable alternative Servicer could be found to service the Master Portfolio if UniCredit S.p.A. becomes insolvent or its appointment under the Servicing Agreement is otherwise terminated. If such an alternative Servicer were to be found it is not certain whether it would service the Master Portfolio on the same terms as those provided for in the Servicing Agreement.

Under the Servicing Agreement, the Issuer has undertaken to promptly appoint, with the cooperation of the Back-up Servicer Facilitator, a back-up servicer when the Servicer's long-term, unsecured and unsubordinated debt obligations ceases to be rated at least "Baa3" by Moody's, an entity (selected by the Back-up Servicer Facilitator) having the characteristics summarised above to replace the Servicer should the Servicing Agreement be terminated for any reason (the "**Back-up Servicer**"). However, the ability of the Back-up Servicer to fully perform its duties would depend on the information and records available to it at the time of termination of the appointment of the Servicer and the absence of any material interruption in the administration of the Receivables upon the substitution of the Servicer. Therefore, no assurance can be given that Back-up Servicer will continue to service the Portfolio on the same terms as those provided for by the Servicer.

In addition, the Issuer is subject to the risk that, in the event of insolvency of UniCredit S.p.A., the Collections and the Recoveries then held by the Servicer and not yet transferred to the Issuer are lost.

Claims of unsecured creditors of the Issuer and Segregated Assets

By operation of Italian law, the rights, title and interests of the Issuer in and to the Master Portfolio and the other Segregated Assets are segregated from all other assets of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to the Securitisation Law) and any amounts deriving therefrom (to the extent such amounts have not been and are not physically commingled with other sums) will be available both prior to and on or following a winding up of the Issuer only in or towards satisfaction, in accordance with the applicable Priority of Payments, of the payment obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and in relation to any other unsecured costs of the securitisation of the Master Portfolio incurred by the Issuer. Amounts deriving from the Master Portfolio and the other Segregated Assets are not available to any other creditor of the Issuer whose costs were not incurred in connection with the Securitisation. Under Italian law and the Transaction Documents, any creditor of the Issuer who has a valid and unsatisfied claim may file a petition for the bankruptcy of the Issuer, although no creditors other than the Representative of the Noteholders (on behalf of the Noteholders) and any third party creditors having the right to claim for amounts due in connection with the securitisation of the Master Portfolio would have the right to claim in respect of the Master Portfolio and the other Segregated Assets, even in a bankruptcy of the Issuer.

Prior to the commencement of winding up proceedings in respect of the Issuer, the Issuer will only be entitled to pay any amounts due and payable to any third parties who are not Other Issuer Creditors in accordance with the Priority of Payments. Following commencement of winding up proceedings in respect of the Issuer, a liquidator would control the assets of the Issuer including the Master Portfolio, which would likely result in delays in any payments due to the Noteholders and no assurance can be given as to the length or costs of any such winding up proceedings.

Each Other Issuer Creditor has undertaken in the Intercreditor Agreement not to file any petition or commence proceedings for a declaration of insolvency (nor join any such petition or proceedings)

against the Issuer until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions.

In addition, under Italian law, any other creditor of the Issuer who is not a party to the Intercreditor Agreement, an Italian public prosecutor (*pubblico ministero*), a director of the Issuer (who could not validly undertake not to do so) or an Italian court in the context of any judicial proceedings to which the Issuer is a party would be able to begin insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt. Such creditors could arise, for example, by virtue of unexpected expenses owed to third parties including those additional creditors that the Issuer will have as a result of the further securitisations undertaken by the Issuer. In order to address this risk, the Priority of Payments contains provisions for the payment of amounts to third parties. Similarly, monies to the credit of the Expenses Account may be used for the purposes of paying the ongoing fees, costs, expenses, liabilities and taxes of the Issuer to third parties not being Other Issuer Creditors.

The Issuer is unlikely to have a large number of creditors unrelated to this Securitisation or any other securitisation transaction because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited and the Issuer has provided certain covenants in the Intercreditor Agreement and in the Conditions which contain restrictions on the activities which the Issuer may carry out with the result that the Issuer may only carry out limited transactions.

No creditors other than the Representative of the Noteholders on behalf of the Noteholders, the Other Issuer Creditors and any third-party creditors having the right to claim for amounts due in connection with this Securitisation would have the right to claim in respect of the Master Portfolio, even in a bankruptcy of the Issuer.

Notwithstanding the above, there can be no assurance that, if any bankruptcy proceedings were to be commenced against the Issuer, the Issuer would be able to meet all of its obligations under the Notes.

Further securitisations

The Issuer may purchase and securitise further portfolios of monetary claims in addition to the Master Portfolio. It is a condition precedent to any such securitisation that: (a) the transaction documents relating to any such further securitisation are notified to the Rating Agencies and the then current rating assigned by the Rating Agencies on the Senior Notes will not be negatively affected by such further securitisation, and (b) the assets relating to any such further securitisation are segregated in accordance with the Securitisation Law.

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company that purchases the assets. On a winding up of such a company such assets will only be available to holders of the notes issued to finance the acquisition of the relevant assets and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuing company.

Historical, financial and other information

The historical, financial and other information set out in the sections headed "*The Originator, the Servicer, and the Account Bank*", "*The Credit Policy*", "*The Collection Policy*", and "*The Master Portfolio*", including information in respect of collection rates, represents the historical experience of the Originator. There can be no assurance that the future experience and performance of the Originator, as Servicer of the Portfolio, will be similar to the experience shown in this Prospectus.

Changes in the Master Portfolio composition

During the life of the Securitisation, the characteristics of the Master Portfolio may become different from the ones that the Master Portfolio had as at 1 March 2016 (such characteristics being shown in the section headed "*The Master Portfolio*"). Such a change in the composition of the Master Portfolio may occur, *inter alia*, due to the following circumstances:

(i) *Revolving Securitisation* - under the Master Receivables Purchase Agreement, the Originator, subject to the occurrence of some conditions precedent listed therein, has the right to sell, on each Transfer Date falling during the Revolving Period, Further Portfolios of Receivables to the Issuer. The characteristics of each such Further Portfolio are not precisely foreseeable as at the date hereof; consequently, it cannot be excluded that Further Portfolios acquired by the Issuer may change the characteristics of the Master Portfolio. However, to mitigate this risk, the Master Receivables Purchase Agreement provides that Further Portfolios may only be offered or purchased if, on the relevant Offer Date, certain conditions are satisfied. Such conditions have the scope to ensure that the characteristics of the Master Portfolio following the purchase of each Further Portfolio do not change significantly from those of the Initial Portfolio and of the Second Portfolio (for further details, see the section headed "*Transaction Overview – Conditions for the Purchase of Further Portfolios*");

(ii) *Future Receivables* - under the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement, the Initial Portfolio and the Second Portfolio as well as Further Portfolios that may be transferred to the Issuer may include Future Receivables. The Future Receivables coming into existence are automatically transferred to the Issuer on the relevant Arising Date. Under the terms of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement, payment of the Purchase Price for the Future Receivables coming into existence shall be subject to a notice of sale confirming the sale thereof to the Issuer having been published in the *Gazzetta Ufficiale della Repubblica Italiana* and (a) during the Revolving Period, the conditions referred to in paragraph (i) above being satisfied with respect to the aggregate of the Master Portfolio and the relevant Future Receivables; and (b) following the expiry of the Revolving Period will be made after payments of interest and principal on the Senior Notes has been made by the Issuer. Therefore, any Future Receivables coming into existence after the end of the Revolving Period represents additional free credit enhancement for the holders of the Senior Notes;

(iii) *Servicing of the Portfolio* - under the Servicing Agreement, and within the limits set forth therein, the Servicer may implement certain actions, such as renegotiations, payment suspensions/deferrals and/or settlements in respect of the Loan Agreements. Any such action may have an impact on the amount and timing on the payment obligations due by the Debtors under the Loans. Under the terms of the Servicing Agreement, the Servicer may conclude with the relevant Debtors settlements agreements envisaging amendments to the amortisation plan and/or indexing of the Loans and/or suspensions of the repayment of the Instalments of the

Loans, only if certain conditions set by the Servicing Agreement are satisfied. The Servicer may derogate to such conditions only if: (i) the Renegotiation Reserve is equal to or higher than the Renegotiation Reserve Required Amount applicable to the Payment Date immediately preceding the date on which the settlement is concluded, or (ii) following the relevant Payment Date, the Servicer has granted to the Issuer an amount sufficient to render the Renegotiation Reserve equal to or higher than the Renegotiation Reserve Required Amount, so as to indemnify the Issuer for the lower cashflow generated by the relevant renegotiated Receivable;

(iv) *Repurchase rights* - the Originator has been granted an option right to repurchase individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement. As at the date hereof it is not foreseeable if and to what extent the option right will be exercised by the Originator and the characteristics of the Receivables that may be repurchased by it; consequently, it cannot be excluded that the exercise of the repurchase option by the Originator may negatively change the characteristics of the Master Portfolio, affecting its capacity to produce enough funds to service any payments due and payable on the Notes. However, in order to mitigate such risk, the Master Receivables Purchase Agreement provides that the Originator may exercise the repurchase option only if the overall amount of the Receivables repurchased through the exercise of such option does not exceed 5% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Valuation Date.

Tax treatment of the Issuer

The Issuer is an Italian corporate entity and, as such, is subject in principle to corporate income tax ("IRES") and regional tax for productive activities ("IRAP"). However, according to the regulations issued by the Bank of Italy on 29 March 2000, as confirmed in its regulations issued on 14 February 2006 and subsequently amended on 13 March 2012, on 21 January 2014, 22 December 2014 and 15 December 2015 (*Istruzioni per la Redazione dei Bilanci e dei rendiconti degli intermediary finanziari, degli istituti di pagamento, degli istituti di moneta elettronica, delle SGR e delle SIM*) the assets and liabilities acquired, assumed and beneficially owned by companies incorporated under the Securitization Law must be treated as off-balance sheet assets and liabilities for accounting and regulatory purposes from the relevant acquisition. Hence, as a consequence of such accounting treatment any income derived by the Issuer from the Portfolios and under any of the documents pertaining to the Securitisation in relation to the Securitisation, is not subject to any taxation with the only exception of amounts, if any, available to the Issuer after the full discharge of its obligations in relation to the Notes and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation. This conclusion is based on the interpretation of Article 83 of Decree 917/1986, under which positive and negative items of income are included in the computation of the taxable income to the extent they must be included in the profit and loss account of the taxpayer and has been confirmed by the Italian tax authority in Circular letter of 6 February 2003, No. 8/E and in resolution of 4 August 2010, No. 77/E. In particular, the Italian tax authorities have stated that, in the context of a securitisation transaction, only amounts, if any, available to a securitisation vehicle after fully discharging its obligations towards the noteholders and any other creditors of the securitisation vehicle in respect of any costs, fees, and expenses in relation to the securitisation transaction, should be imputed for tax purposes to the securitisation vehicle.

It is, however, possible that the Ministry of Economy and Finance or another competent authority may issue further regulations, letters or rulings relating to Securitisation Law which might alter or affect the tax position of the Issuer as described above in respect of all or certain of its revenues and/or

items of income also through the non-deduction of costs and expenses.

Pursuant to article 3, paragraph 2, number 3) of Italian Presidential Decree number 633 of 26 October 1972 (the "**Decree 633**"), a transfer of cash receivables falls within the scope of Italian VAT but is exempt from such tax pursuant to article 10, paragraph 1, number 1), of Decree 633 if it (a) is carried out in the context and for the purpose of a financial transaction, and (b) is executed for consideration (*verso corrispettivo*). In line with the arguments raised in the judgement of the Court of Justice of the European Union of 26 June 2003, case 305/01, (*Finanzamt Groß-Gerau v MKG-Kraftfahrzeuge-Factoring GmbH*) and only partially upheld by the Italian tax authorities in circular letter of 17 November 2004, number 139/E and circular letter of 11 March 2011 number 32/E, a transfer of receivables would instead be subject to Italian VAT at the ordinary 22 per cent rate if it: (i) entails a "debt collection" service (*attività di recupero crediti*); and (ii) it is executed for consideration (*verso corrispettivo*).

As specified by the Italian tax authorities in resolution number 32/E of 11 March 2011, the consideration for the service rendered through the transfer of receivables is represented by the discount, if any, applied on the price for the transfer of the receivables. Therefore, in case the transfer does not occur at discount no consideration should be deemed to be paid. Moreover, according to the decision of the Court of Justice of the European Union of 27 October 2011, case C-93/10 (*GFKL*), a transfer of debt receivables does not entail a transaction executed for a consideration if the difference between the sale price and the face value of the receivables does not represent a direct remuneration for a service supplied by the purchaser to the sellers, but rather reflects the actual economic value of the receivables, due to the fact that they are doubtful and the increased risk of default of the debtors.

Hence if the transfer of the receivables does not give rise to a discount remunerating a "debt collection" service, since the price paid by the Issuer is equal to the outstanding principal of each Receivable plus interest accrued up to the valuation date of the Receivables and unexpired at that date, the transfer of the Receivables would not fall within the scope of Italian VAT since it is not executed for a consideration. However, in case the Notes will be subscribed and held by the Originators and subsequently used as collateral in the context of a financing transaction performed with the European Central Bank, there should be arguments to maintain that the Transaction has a financial purpose. Therefore, the VAT exemption regime provided for by Art. 10, paragraph 1, number 1), Decree 633 may be applicable also with regard to the transfer of the Receivables;

Depending on the VAT regime applicable to the transfer of the Receivables, a registration tax in a fix amount of Euro 200.00 or in a proportional measure of 0.5% would apply if the transfer agreement is subject to voluntary registration or if the so-called "*caso d'uso*" or "*enunciazione*" occur.

RISK FACTORS AND SPECIAL CONSIDERATIONS IN RELATION TO THE NOTES

Suitability

Structured securities, such as the Notes, are sophisticated financial instruments, which can involve a significant degree of risk. Prospective investors in any Note should ensure that they understand the nature of such Notes and the extent of their exposure to the relevant risks. Such prospective investors should also ensure that they have sufficient knowledge, experience and access to professional advice to make their own legal, tax, accounting and financial evaluation of the merits and risks of an investment in any Note and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition.

Prospective investors in the Notes should make their own independent decision whether to invest in the Notes and whether an investment in the Notes is appropriate or proper for them, based upon their own judgement and upon advice from such advisers as they may deem necessary.

No communication (written or oral) received from the Issuer, the Servicer or the Originator or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Senior Notes: consequently prospective investors must not rely on any communication (written or oral) of the Issuer, the Servicer or the Originator as investment advice or as a recommendation to invest in the Senior Notes.

Source of payments to the Noteholders

The Notes will be limited recourse obligations solely of the Issuer. In particular, the Notes will not be obligations or responsibilities of or guaranteed by any of the Originator, the Servicer, the Representative of the Noteholders, the Calculation Agent, the Cash Manager, the Account Bank, the Additional Account Bank, the Back-up Servicer Facilitator, the Principal Paying Agent, the Renegotiation Reserve Subordinated Loan Provider, the Corporate Servicer, the Sole Arranger, the Sole Lead Manager or the Quotaholder. None of any such persons, other than the Issuer, accepts any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due under the Notes.

The Issuer will not as at the Issue Date have any significant assets to be used for making payments under the Notes other than the Master Portfolio and its rights under the Transaction Documents to which it is a party. Consequently, following the service of a Trigger Notice or on the Final Maturity Date, the funds available to the Issuer may be insufficient to pay interest on the Notes or Variable Return on the Junior Notes or to repay the Notes in full.

Limited recourse nature of the Notes

There is no assurance that, over the life of the Notes or at the redemption date of any Class of Notes (whether on the Final Maturity Date, upon redemption by acceleration of maturity following the service of a Trigger Notice, or otherwise), there will be sufficient funds to enable the Issuer to pay interest on the Notes or Variable Return on the Junior Notes, or to repay the Notes in full.

The Notes will be limited recourse obligations of the Issuer. If there are not sufficient funds available to the Issuer to pay in full all principal, interest, Variable Return and other amounts due in respect of the Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts. Following the service of a Trigger Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of Noteholders of the Issuer's Rights.

Yield and payment considerations

The amount and timing of the receipt of Collections on the Receivables and the courses of action to be taken by the Servicer with respect to the servicing, administration, collection, operation and restructuring of and other recoveries on the Receivables, as well as other events outside the control of the Servicer and the Issuer, will affect the performance of the Master Portfolio and the weighted average life of the Notes. The weighted average life of the Notes will be affected by the timing and amount of receipts in respect of the Receivables, which will be influenced by the courses of action to be followed by the Servicer with respect to the Receivables and decisions to alter such courses of action from time to time, as well as by economic, geographic, social and other factors including, *inter*

alia, the availability of alternative financing and local, regional and national economic conditions. Settlement or sales of Receivables earlier or later or for different amounts than anticipated may significantly affect the weighted average life of the Senior Notes. The stream of principal payments received by a Noteholder may not be uniform or consistent. No assurance can be given as to the yield to maturity which will be experienced by a purchaser of any Notes. The yield to maturity may be adversely affected by higher or lower rates of delinquency and default on the Receivables.

Italian Legislative Decree n. 141 of 13 August 2010, as subsequently amended ("**Legislative Decree 141**"), has introduced in the Consolidated Banking Act article 120 *quater*, which provides for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian mortgage loan market. Legislative Decree 141 repealed article 8 (except for paragraphs 4-*bis*, 4-*ter* and 4-*quater*) of Italian Law Decree number 7 of 31 January 2007, as converted into law by Italian Law number 40 of 2 April 2007 (the "**Bersani Decree**"), replicating though, with some additions, such repealed provisions. The purpose of article 120 *quater* of the Consolidated Banking Act is to facilitate the exercise by the borrowers of their right of prepayment of the loan and/or subrogation of a new bank into the rights of their creditors in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Italian civil code (the "**Subrogation**"), providing in particular that, in case of a loan, overdraft facility or any other financing granted by a bank, the relevant borrower can exercise the Subrogation, even if the borrower's debt towards the lending bank is not due and payable or a term for repayment has been agreed for the benefit of the creditor. If the Subrogation is exercised by the borrower, a new lender will succeed to the former lender also as beneficiary of all existing ancillary security interests and guarantees. Any provision of the relevant agreement which may prevent the borrower from exercising such Subrogation or render the exercise of such right more cumbersome for the borrower is void. The borrower shall not bear any notarial or administrative cost connected to the Subrogation.

Furthermore, paragraph 7 of article 120-*quater* of the Consolidated Banking Act provides that, in case the Subrogation is not perfected within 30 days from the date on which the original lender has been requested to cooperate for the conclusion of the Subrogation, the original lender shall indemnify the borrower for an amount equal to 1% of the loan or facility granted, for each month or fraction of month of delay. The original lender has the right to ask for indemnification from the subrogating lender, in case the latter is to be held liable for the delay in the conclusion of the Subrogation.

Subordination

In respect of the obligation of the Issuer to pay interest and/or Variable Return (as applicable) on the Notes, the Conditions provide that, prior to the delivery of a Trigger Notice, on the Final Maturity Date and on each Payment Date other than the Payment Date on which the Senior Notes are redeemed pursuant to Condition 8.3 (*Optional redemption*) or 8.4 (*Optional redemption for taxation reasons*): (i) the Senior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but in priority to payments of Variable Return on the Junior Notes and repayment of principal due on the Senior Notes and the Junior Notes; and (ii) the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but in priority to repayment of principal due on the Junior Notes and subordinated to payments of interest and repayment of principal due on the Senior Notes.

In respect of the obligation of the Issuer to repay principal due on the Notes, the Conditions provide that, prior to the delivery of a Trigger Notice, on the Final Maturity Date, and on each Payment Date other than the Payment Date on which the Senior Notes are redeemed pursuant to Condition 8.3 (*Optional redemption*) or 8.4 (*Optional redemption for taxation reasons*): (i) the Senior Notes rank *pari passu*

and *pro rata* without any preference or priority among themselves, subordinated to payments of interest due on the Senior Notes, but in priority to payments of Variable Return and principal due on the Junior Notes; and (ii) the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but subordinated to payments of interest and repayment of principal due on the Senior Notes and subordinated to payments of Variable Return on the Junior Notes.

Following the delivery of a Trigger Notice and on the Payment Date on which the Senior Notes are redeemed pursuant to Condition 8.3 (*Optional redemption*) or 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to pay interest and Variable Return and to repay principal on the Notes, the Conditions provide that: (i) the Senior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves for all purposes and in priority to the Junior Notes; and (ii) the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves for all purposes, but subordinated to the Senior Notes.

As long as any Senior Note is outstanding, unless notice has been given to the Issuer declaring the Senior Notes due and payable, the Junior Notes shall not be capable of being declared due and payable and the Senior Noteholders shall be entitled to determine the remedies to be exercised. Remedies pursued by the Senior Noteholders could be adverse to the interests of the Junior Noteholders.

Noteholders should have particular regard to the factors identified in the sections headed "*Credit Structure*" and "*Priority of Payments*" above, in determining the likelihood or extent of any shortfall of funds available to the Issuer to meet payments of interest on the Senior Notes and Variable Return on the Junior Notes and/or repayment of principal due under the Notes.

Limited rights

The protection and exercise of the Noteholders' rights against the Issuer and the preservation and enforcement of the security under the Notes is one of the duties of the Representative of the Noteholders. The Conditions and the Rules of Organisation of the Noteholders limit the ability of each individual Noteholder to commence proceedings against the Issuer by conferring on the holders of the Most Senior Class of Notes the power to determine whether any Noteholder may commence any such individual actions, provided that the noteholders of any further securitisation undertaken by the Issuer, if any, have so resolved in accordance with the relevant transaction documents.

The Conditions and the Intercreditor Agreement contain provisions requiring the Representative of the Noteholders to have regard to the interests of the holders of each Class of Notes as regards all powers, authorities, duties and discretions of the Representative of the Noteholders as if they formed a single class (except where expressly provided otherwise) but requiring the Representative of the Noteholders, in the event of a conflict between the interests of the holders of different Classes of Notes, to have regard only to the interests of the holders of the Most Senior Class of Notes then outstanding.

In some circumstances, the Notes may become subject to early redemption. Early redemption of the Notes in some cases may be dependent upon receipt by the Representative of the Noteholders of a direction from, or resolution of, a specified proportion of the Noteholders or a specified proportion of a specified Class of Noteholders. If the economic interest of a Noteholder represents a relatively small proportion of the majority and its individual vote is contrary to the majority vote, its direction or vote may be of no practical effect and, if a determination is made by the requisite majority of the

Noteholders to redeem the Notes, the minority Noteholders may face early redemption of the Notes against their will.

Limited nature of credit ratings assigned to the Senior Notes

Each credit rating assigned to the Senior Notes reflects the relevant Rating Agencies' assessment only of the likelihood that interest will be paid promptly and principal will be paid by the final redemption date, not that it will be paid when expected or scheduled. These ratings are based, among other things, on the reliability of the payments on the Portfolio and the availability of credit enhancement.

The ratings do not address, *inter alia*, the following:

- the possibility of the imposition of Italian or European withholding tax;
- the marketability of the Senior Notes, or any market price for the Senior Notes; or
- whether an investment in the Senior Notes is a suitable investment for the relevant Noteholder.

A rating is not a recommendation to purchase, hold or sell the Senior Notes. Any Rating Agency may lower its ratings or withdraw its ratings if, *inter alia* and in the sole judgement of that Rating Agency, the credit quality of the Senior Notes has declined or is in question. If any rating assigned to the Senior Notes is lowered or withdrawn, the market value of the Senior Notes may be affected.

The Issuer has not requested a rating of the Notes by any rating agency other than the Rating Agencies. However, credit rating agencies other than the Rating Agencies could seek to rate the Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those shadow ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "ratings" or "rating" in this Prospectus are to ratings assigned by the specified Rating Agencies only.

In addition, EU regulated investors (such as investment firms, insurance and reinsurance undertakings, UCITS funds and certain hedge fund managers) are restricted from using a rating issued by a credit rating agency established in the European Union for regulatory purposes unless such credit rating agency is registered, or endorsed by a rating agency, under the CRA Regulation. As of the date of this Prospectus, both the Rating Agencies are incorporated in the European Union and have been registered in compliance with the requirements of Regulation (EC) No 1060/2009 of the CRA Regulation.

The CRA Regulation was amended by Regulation (EU) 462/2013 of 21 May 2013 ("**CRA III**") which entered into force on 20 June 2013. Its provisions increase the regulation and supervision of credit rating agencies by ESMA and impose new obligations on (among others) issuers of securities established in the EU. Under article 8(b) of the CRA Regulation, the issuer, originator and sponsor of structured finance instruments ("**SFI**") established in the European Union (which includes the Issuer and the Originators) must jointly publish certain information about those SFI on a specified website set up by ESMA. This includes information on, *inter alia*, (i) the credit quality and performance of the underlying assets of the SFI; (ii) the structure of the securitisation transaction; (iii) the cash flows and any collateral supporting a securitisation exposure; and (iv) any information that is necessary to conduct comprehensive and well-informed stress tests on the cash flows and collateral values supporting the underlying exposures. On 6 January 2015, Commission Delegated Regulation 2015/3 (the "**Regulation 2015/3**") on disclosure requirements for SFI was published in the Official Journal of the EU. The Regulation 2015/3 contains regulatory technical standards specifying:

- the information that the issuers, originators and sponsors must publish to comply with article 8b of the CRA Regulation;
- the frequency with which this information should be updated;
- a standardised disclosure template for the disclosure of this information.

The Regulation 2015/3 will apply from 1 January 2017, with the exception of article 6(2) of the Regulation 2015/3, which applies from 26 January 2015 and obliges ESMA to publish on its website at the latest on 1 July 2016 the technical instructions in accordance with which the reporting entity shall submit data files containing the information to be reported starting from 1 January 2017.

Market for the Senior Notes

There is currently no market for the Senior Notes. The Notes have not been registered under the Securities Act and will be subject to significant restrictions on resale in the United States. There can be no assurance that a secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the holders of the Notes with liquidity of investments or that any such liquidity will continue for the life of such Notes. Consequently, any purchaser of Notes must be prepared to hold such Notes until the Final Maturity Date.

Limited liquidity in the secondary market may continue to have an adverse effect on the market value of asset backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, whilst these market conditions persist, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any of these fluctuations may be significant and could result in significant losses to an investor.

Eurosystem eligibility criteria

The Senior Notes have been structured in a manner so as to allow Eurosystem eligibility. However, this does not necessarily mean that the Senior Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and, in accordance with its policies, will not be given prior to issue of the Senior Notes. If the Senior Notes are accepted for such purposes, Eurosystem may amend or withdraw any such approval in relation to the Senior Notes at any time. Neither the Issuer, the Sole Arranger, the Sole Lead Manager, the Originator nor any other party (i) gives any representation or warranty as to whether Eurosystem will ultimately confirm that the Senior Notes are eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem for such purpose; and (ii) will have any liability or obligation in relation thereto if the Senior Notes are at any time deemed ineligible for such purposes.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

In Europe, the United States and elsewhere an increased political and regulatory scrutiny of the asset-backed securities industry has occurred. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital requirement to certain investors in securitisation exposures and/or

the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities.

In particular, in Europe, investors should be aware that on 26 June 2013, the European Parliament and the European Council adopted the Directive 2013/36/EC (the "**CRD IV**") and the Regulation 575/2013/CE (the "**CRR**") repealing in full the so-called capital requirements directive (being an expression making reference to Directive 2006/48/EC and Directive 2006/49/EC).

Pursuant to article 67 of the CRD IV, an institution is subject to administrative penalties and other administrative measures if, *inter alia*, it is exposed to the credit risk of a securitisation position without satisfying the conditions set out in article 405 of the CRR ("**Article 405**"). Article 405 specifies that an EU regulated credit institution, other than when acting as originator, sponsor or original lender, may assume an exposure in the context of a securitisation in its trading or non-trading book only if the originator, sponsor or original lender has explicitly disclosed to such credit institution that it will retain, on an ongoing basis, a material net economic interest not lower than 5% in the securitised exposure.

The CRR (including Article 405) is directly applicable and became effective on 1 January 2014. The CRD IV has been implemented in Italy by the Bank of Italy Instructions *(Disposizioni di Vigilanza per le Banche)* entered into force in 1 January 2014.

Similar requirements to those set out in articles 405 and following of the CRR (a) are imposed on EU-regulated alternative investment fund managers by chapter 3, section 5 of the AIFMR and, in particular, Article 51.

In the Senior Notes Subscription Agreement, UniCredit, in its capacity as Originator, has undertaken to the Issuer, the Sole Lead Manager and the Representative of the Noteholders that it will retain at the Issue Date and maintain on an ongoing basis a net economic interest in the Securitisation described in this Prospectus not lower than 5% in accordance with option (d) of Article 405 of the CRR or, in accordance with Article 405 of the CRR, any alternative permitted method to the extent that adequate disclosure on such alternative method has been given, *inter alios*, to the Senior Noteholders.

Article 406 of the CRR further requires an EU regulated credit institution, before investing, and as appropriate thereafter, for each of its individual exposure in securitisation transaction, to carry out a due diligence in respect of each such exposure and the relevant securitisation, to implement formal policies and procedures appropriate for such activities to be conducted on an on-going basis, to regularly perform its own stress tests appropriate to its exposure and to monitor on an ongoing basis and in a timely manner performance information on such exposures. Failure to comply with one or more of the requirements set out in Articles 405-409 (included) of the CRR will result in the imposition of a higher capital requirement in relation to the relevant exposure by the relevant EU regulated credit institution. In such respect, Article 409 of the CRR requires originators and sponsors to ensure that prospective investors have readily available access as at the Issue Date and on an ongoing basis to all information necessary to comply with their due diligence and monitoring obligations and all relevant data necessary to conduct comprehensive and well informed stress tests on the underlying exposures.

Similar provisions to those described above are imposed on EU-regulated alternative investment fund managers by chapter 3, section 5 of AIFMR.

UniCredit, in its capacity as Originator, (i) has made available on the Issue Date and (ii) has undertaken in the Senior Notes Subscription Agreement to make available on a quarterly basis, the

information required by Article 405 of the CRR necessary to prospective investors for the purposes above. Such information will include: (a) aggregate amount of Collections related to the Receivables collected during the relevant Quarterly Collection Period; (b) a description, by aggregate amounts, of the Master Portfolio during the relevant Quarterly Collection Period similar to the information contained in the section headed "*The Master Portfolio*" in this Prospectus; (c) net economic interest held by Originator in the Securitisation; (d) a description, by aggregate amounts, of the Receivables comprised in the Master Portfolio and classified as Defaulted Receivables by the Servicer; (e) a description, by aggregate amounts, of the Receivables comprised in the Master Portfolio and classified as Delinquent Receivables by the Servicer; and (f) a description, by aggregate amounts, of the Recovery Amounts collected by the Servicer. For further details, see the section headed "*Regulatory disclosure and retention undertaking*" above.

Similar requirements to those set out above are also expected to be implemented for EEA-regulated insurance and reinsurance undertakings and UCITS in the future.

The CRD IV, the CRR, chapter 3, section 5 of the AIFMR and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Sole Arranger, the Sole Lead Manager, the Originator or any other party makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment on the Issue Date or at any time in the future or compliance of the Securitisation with the relevant investors' supervisory regulations.

Implementation of, and amendments to, the Basel II framework may affect the regulatory capital and liquidity treatment of the Notes

The regulatory capital framework published by the Basel Committee on Banking Supervision (the "**Basel Committee**") in 2006 (the "**Basel II Framework**") has not been fully implemented in all participating countries. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow the framework.

The Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards. In particular, the changes refer to, amongst other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "*Liquidity Coverage Ratio*" and the "*Net Stable Funding Ratio*"). Basel III set an implementation deadline on member countries to implement the new capital standards from January 2014, the new Liquidity Coverage Ratio from January 2015 and the Net Stable Funding Ratio from January 2018. The European authorities have indicated that they support the work of the Basel Committee on the approved changes in general and, in particular, the European Commission has implemented the changes through the CRD IV (as defined below). The changes may have an impact on incentives to hold the Notes for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Notes.

Implementation of Basel III requires national legislation and therefore the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation. The Basel Committee has also published certain proposed revisions to the securitisation framework, including proposed new hierarchies of approaches to calculating risk weights and a new risk weight floor of 15%.

Implementation of the Basel framework and any changes as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise. There can be no guarantee that the regulatory capital treatment of the Notes for investors will not be affected by any future changes to the Basel II Framework. The Issuer is not responsible for informing Noteholders of the effects of the changes which will result for investors from revisions to the Basel II Framework. Significant uncertainty remains around the implementation of these initiatives. In general, prospective investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel II Framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Withholding tax under the Senior Notes

As at the date of this Prospectus, payments of interest and other proceeds under the Notes may or may not be subject to withholding or deduction for or on account of Italian tax pursuant to Decree 239, neither the Issuer nor any other person will be obliged to gross-up or otherwise compensate the Noteholders for the lesser amounts the Noteholders will receive as a result of such tax (see for further details also the section headed "*Taxation*" below).

Withholding under the Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017.

However, Council Directive (EU) 2015/2060 of 10 November 2015 (**Repealing Directive**) repealed the EU Savings Directive with effect from 1 January 2016 (from 1 January 2017 in the case of Austria) to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime implemented under Council Directive 2011/16/EU on Administrative Cooperation in the Field of Taxation (as amended by Council Directive 2014/107/EU of 9 December 2014). The EU Member States would thus no longer be required to transpose the Amending Directive in their domestic legislation. As indicated in the eighth recital of the Repealing Directive, to ensure the seamless continuation of automatic reporting of financial account information, the repeal of the EU Savings Directive should apply on the same day as the date of application of the measures set down in Directive 2014/107/EU. The obligations of Member States, economic operators and paying agents under the EU Savings Directive shall therefore continue to apply until 5 October 2016 (31 December 2016 with respect to the obligations under Article 13(2) of the EU Savings Directive) or until those obligations have been fulfilled. Special transitional rules apply to Austria.

Implementation in Italy of the Savings Directive

Italy implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (**Decree No. 84**). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State or in a dependent or associated territory under the relevant international agreements, Italian qualified paying agents (i.e. banks, SIMs, fiduciary companies, SGRs resident for tax purposes in Italy, permanent establishments in Italy of nonresident persons and any other economic operator resident for tax purposes in Italy paying interest for professional or commercial reasons) shall report details of the relevant payments and personal information on the individual beneficial owner to the Italian tax authorities. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

In certain circumstances, the same reporting requirements must be complied with also in respect of interest paid to an entity established in another EU Member State, other than legal persons (with the exception of certain Finnish and Swedish entities), whose profits are taxed under general arrangements for business taxation and, in certain circumstance, UCITS recognised in accordance with Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.

Either payments of interest on the Notes or the realisation of the accrued interest through the sale of the Notes would generally constitute "payments of interest" under Article 6 of the EU Savings Directive and, as far as Italy is concerned, Article 2 of Decree 84/2005. Accordingly, such payment of interest arising out of the debt securities would fall within the scope of the EU Savings Directive being the Notes issued after 1 March 2001.

As mentioned above, Council Directive (EU) 2015/2060 of 10 November 2015 repealed the EU Savings Directive with effect from 1 January 2016 to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime implemented under Council Directive 2011/16/EU on Administrative Cooperation in the Field of Taxation as amended by Council Directive 2014/107/EU of 9 December 2014. With Law No. 114 of 9 July 2015, the Italian Parliament delegated the Government to implement Council Directive 2014/107/EU into domestic legislation (Council Directive 2011/16/EU has already been implemented in Italy through Legislative Decree No. 29 of 4

March 2014). The Minister of Economy and Finance issued the Decree of 28 December 2015 (published in the Official Gazette No. 303 of 31 December 2015) to implement Directive 2014/107/EU. However, the obligations of Member States, economic operators and paying agents under the EU Savings Directive shall continue to apply until 5 October 2016 (31 December 2016 with respect to the obligations under Article 13(2) of the EU Savings Directive) or until those obligations have been fulfilled.

Foreign Account Tax Compliance Act (FATCA)

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as "**FATCA**"), provides that various information reporting requirements must be satisfied with respect to (i) certain payments from sources within the United States, (ii) "*foreign pass-through payments*" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Failure to comply with such information reporting requirements may trigger a U.S. withholding tax, currently at 30 per cent rate on such payments.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (the "**IGAs**"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a Reporting FI not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being FATCA Withholding) from payments it makes. The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign pass-through payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and the Republic of Italy have entered into an agreement (the "**US-Italy IGA**") based largely on the Model 1 IGA, which has been ratified in Italy by Law No. 95 of 18 June 2015, published in the Official Gazette number 155 of 7 July 2015.

Since the FATCA regulations are complex and uncertain in some respects, in particular with respect to the definition of so-called "pass-thru payments" the application of FATCA to payments between financial intermediaries is not entirely certain. Indeed, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding.

Accordingly it is not completely clear how FATCA may affect the Notes and/or the parties of the Transaction Documents; therefore, investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. However, the Issuer will not pay any additional amounts to Noteholders in respect of taxes imposed under FATCA or any law enacted

to implement an intergovernmental agreement relating to FATCA and they have no responsibility for any amount thereafter transmitted through the custodians or intermediaries.

Risks arising from the sovereign debt crisis

The Issuer is affected by disruptions and volatility in the global financial markets. Since the beginning of May 2010, the sovereign debt-related difficulties in several Euro-zone countries have determined the decline of the credit quality of certain EU Member States, including Cyprus, Greece, Italy, Portugal and Spain, as also reflected by downgrades suffered by such Countries. The large sovereign debts and fiscal deficits in European countries and its impact on Euro-zone banks' funding have raised concerns regarding the stability and overall standing of the Euro-zone and the suitability of the Euro as a single currency given the diverse economic and political circumstances in individual Member States. These and other concerns could lead the potential reintroduction of national currencies in one or more Euro-zone countries or, in particularly dire circumstances, the possible dissolution of the Euro entirely. Should the Euro dissolve entirely, the legal and contractual consequences for the Noteholders would be determined by laws in effect at such time. It should be noted that the risk that certain EU Member States could exit from European Union and consequently from the single currency has become more consistent at the beginning of 2015, in particular with reference to Greece. The so-called "Grexit" (i.e. the exit of the Greece from the European Union), may have a negative impact on the European financial market.

The occurrence of such adverse scenario might result in higher levels of financial market volatility, lower interest rates, bond impairments, increased bond spreads and other difficult to predict spill-over effects.

In particular, the Issuer's credit ratings are potentially exposed to the risk of reductions in the sovereign credit rating of Italy. On the basis of the methodologies used by rating agencies, further downgrades of Italy's credit rating may have a potential knock-on effect on the credit rating of Italian issuers such as the Issuer and make it more likely that the credit rating of the Notes are downgraded.

GENERAL RISK FACTORS AND SPECIAL CONSIDERATIONS

Claw back of the sales of the Receivables

Assignments executed under the Securitisation Law are subject to revocation on bankruptcy under article 67 of the Bankruptcy Law but only in the event that the adjudication of bankruptcy of the Originator is made within three months of the securitisation transaction (or, if earlier, of the purchase of the relevant Portfolio) or, in cases where paragraph 1 of article 67 applies (e.g. if the payments made or the obligations assumed by the bankrupt party exceed by more than one-fourth the consideration received or promised), within six months of the securitisation transaction (or, if earlier, of the purchase of the relevant Portfolio).

Restructuring arrangements in accordance with Law number 3 of 27 January 2012

Following the enactment of Italian Law number 3 of 27 January 2012 (as amended by Decree of the Italian Government number 179 of 18 October 2012 coordinated with the conversion Italian Law number 221 of 17 December 2012), a debtor who is neither subject nor eligible to be subject to ordinary insolvency procedures in accordance with the Italian Bankruptcy Law is entitled to enter into a restructuring arrangement with his/her creditors provided that (i) he/she has not been entered into any such restructuring arrangement in the last five years; (ii) the previous restructuring arrangements have not been annulled or revoked for reasons directly or indirectly ascribable to him/her; (iii) he/she

has not provided a documentation suitable to reconstruct and figure out his/her patrimonial and economic situation.

Such law applies, therefore, to debtors who are not eligible to be adjudicated bankrupt under the Italian Bankruptcy Law and who are in a state of over-indebtedness, being a situation recognisable when the "continuing imbalance between the debtor's obligations and his/her highly liquid assets" determines "the relevant difficulties of performing his/her obligations" or the "definitive non capability of duly performing such obligations".

A debtor in a state of over-indebtedness is entitled to submit to his/her creditors, with the assistance of a competent body (*Occ-Organismi per la Composizione della Crisi*), a draft restructuring arrangement providing that, among others, those creditors not adhering to such arrangement and those creditors having security interests over the debtor's assets will be repaid in full.

Such draft arrangement must set out, among others, the revised terms for payments due to the creditors, the security interests which may be created to secure such payments and the conditions for the dismissal of the debtor's assets. If the debtor's assets and income are not sufficient to ensure the implementation of the draft arrangement, the draft arrangement must be endorsed by one or more third-parties who undertake to provide, also by way of security, additional assets or income.

Subject to certain conditions, the draft arrangement may provide for a moratorium on payments due to those secured creditors not adhering to such arrangement for a period of up to one year since the court's certification ("*omologa*").

Upon filing of the draft arrangement and the supporting documents with the competent court, the judge appointed for the procedure is entitled to order a hearing to the extent that the relevant arrangement meets the requirements provided for by the applicable law. The draft arrangement and the decree are subject to appropriate publication and communication to creditors. During the hearing, the judge awards an automatic stay with respect to the enforcement actions over the assets of the relevant debtor until the date on which the court's certification ("*omologa*") becomes final. The automatic stay however will not apply to those creditors having title to receivables which cannot be attached.

In order to be eligible for the court's certification, the agreement must be reached with a number of creditors representing at least 60% of the relevant claims.

Once the draft restructuring arrangement is reached with 60% of claims, the competent body shall deliver to all creditors a report on the approval procedure attaching the restructuring arrangement and the relevant creditors may challenge such arrangement within 10 days of receipt of such report.

Upon expiry of such term, the competent body will deliver the relevant report (including any challenge received and a feasibility assessment of the draft restructuring arrangement) to the competent judge who will be entitled, subject to appropriate final verification, to certify (*omologa*) the restructuring arrangement.

Once the restructuring arrangement has been certified, should the debtor be subject to bankruptcy afterwards (indeed, the debtor could become eligible for bankruptcy due to a modification of the size of the enterprise) the payments, agreements and, in general, any deed enacted under the certified restructuring agreement is not subject to claw back.

The competent body will be in charge of supervising the due performance of the obligations arising from the relevant restructuring arrangement. Such arrangement, however, may be terminated or declared null and void in specific circumstances provided for by applicable law.

It is worth noting that such legislation provides also for:

(i) a specific restructuring procedure for consumer. The restructuring plan of the consumer is not submitted to the approval of the creditors but only to the competent Court which shall evaluate the feasibility and suitability of the plan, also taking into account the consumer conduct; and

(ii) a liquidation procedure alternative to the restructuring arrangement. This procedure might apply, *inter alia*, when: (a) the restructuring plan is not carried out by the debtor; (b) the debtor does not satisfy the claims for taxes and welfare duties; and (c) frauds against creditors is committed following to the certification of the plan by the Court.

Given the novelty of this new legislation, the impact thereof on the cashflows deriving from the Portfolio and, as a consequence, on the amortisation of the Notes may not be predicted as at the date of this Prospectus. In addition on 15 July 2015 the Bank of Italy has published on its web-site a public consultation concerning such law which has been concluded on 17 August 2015. The consultation concerns the criteria for the classification of the claims towards those debtors subject to this procedure by banks and financial intermediaries. As a result of such consultation, on 11 November 2015, the Bank of Italy issued a communication clarifying the classification criteria thereto. In particular, according to Bank of Italy the requirements to be admitted to "*sovraindebitamento*" procedure can be compared to the "*stato di crisi*" provided for composition with creditors under article 160 Italian Bankruptcy Law.

Loans' performance

There can be no guarantee that the Debtors will not default under the relevant Loans and that they will therefore continue to perform their obligations thereunder. The recovery of amounts due in relation to Defaulted Receivables will be subject to the effectiveness of enforcement proceedings in respect of the Portfolio which in Italy can take a considerable time depending on the type of action required and where such action is taken and on several other factors, including the following: proceedings in certain courts involved in the enforcement of the Loans may take longer than the national average; obtaining title deeds from land registries which are in the process of computerising their records can take up to two or three years; further time is required if it is necessary to obtain an injunction decree (*decreto ingiuntivo*) and if the relevant Debtor raises a defence to or counterclaim in the proceedings; and it takes an average of six to eight years from the time lawyers commence enforcement proceedings until the time an auction date is set for the forced sale of the Debtor's assets.

Usury Law

Italian Law number 108 of 7 March 1996 ("*Disposizioni in materia di usura*") (as also amended by law decree number 70 of 13 May 2011 ("*Decreto Sviluppo*"), as converted into Law number 106 of 12 July 2011) (the "**Usury Law**") introduced legislation preventing lenders from applying interest rates equal to or higher than the thresholds set on a quarterly basis by a decree issued by the Italian Treasury (the "**Usury Thresholds**") (the latest of such decrees has been issued on 28 September 2015 and being applicable for the quarterly period from 1 October 2015 to 31 December 2015). Such rates are applicable without retroactive effect (*ex nunc*), as confirmed by the Italian Supreme Court ("*Corte di Cassazione*") decision number 46669 of 23 November 2011. In particular the Italian Supreme Court

("*Corte di Cassazione*"), with two aligned decisions, number 12028 of 19 February 2010 and number 28743 of 14 May 2010, has clarified that in the calculation of the interest rate for the assessment of its compliance with the Usury Law, any costs and/or expenses, including overdraft ("*commissione di massimo scoperto*"), related to the relevant agreement (other than taxes and fees) shall also be considered. In addition, the Italian Supreme Court ("*Corte di Cassazione*"), with the decision number 350 of 9 January 2013 has further clarified that, for the purpose of such calculation, also default interests ("*interessi moratori*") shall be taken into account. It should be noted that, pursuant to Usury Law, even though the applicable Usury Thresholds are not exceeded, interests and other advantages and/or remunerations might be held usurious if: (i) they are disproportionate to the sum lent (taking into account, in evaluating such condition, the specific terms and conditions of the transaction and the average rate usually applied to similar transactions); and (ii) the person who paid or accepted to pay the relevant amounts was, at the time it made such payment or undertook the obligation, in financial and economic difficulties.

On 29 December 2000, the Italian Government issued law decree number 394 ("*Interpretazione autentica della legge 7 marzo 1996, n. 108*") (the "*Decree 394/2000*"), turned into Law number 24 of 28 February 2001 ("*Conversione in legge, con modificazioni, del decreto-legge 29 dicembre 2000, n. 394, concernente interpretazione autentica della legge 7 marzo 1996, n. 108, recante disposizioni in materia di usura*"), which clarified the uncertainty over the interpretation of the Usury Law and provided, *inter alia*, that interest will be deemed to be usurious only if the interest rate agreed by the parties exceeded the Usury Thresholds at the time when the loan agreement or any other credit facility was entered into or the interest rate was agreed. Decree 394/2000 also provided that as an extraordinary measure due to the exceptional fall in interest rates in 1998 and 1999, interest rates due on instalments payable after 2 January 2001 on fixed rate loans (other than subsidised loans) already entered into on the date such decree came into force (such date being 31 December 2000) are to be substituted, except where the parties have agreed to more favourable terms, with a lower interest rate set in accordance with parameters fixed by such decree by reference to the average gross yield of multiannual treasury bonds ("*Buoni Tesoro Poliennali*") in the period from January 1986 to October 2000.

The Italian Constitutional Court ("*Corte Costituzionale*") has rejected, with decision number 29/2002 (deposited on 25 February 2002), a constitutional exception raised by the Court of Benevento concerning article 1, paragraph 1, of the Usury Law. In so doing, the Constitutional Court has confirmed the constitutional validity of the provisions of the Usury Law which holds that the interest rates may be deemed to be void due to usury only if they infringe the Usury Law at the time they are agreed upon between the borrower and the lender and not as at the time such rates are actually paid by the borrower.

If the Usury Law were to be applied to the Notes, the amount payable by the Issuer to the Noteholders may be subject to reduction, renegotiation or repayment.

The Originator has represented and warranted to the Issuer in the Warranty and Indemnity Agreement that the provisions of the Loan Agreements comply with the Italian usury provisions.

Compounding of Interest (*Anatocismo*)

According to article 1283 of the Italian civil code, in respect of a monetary claim, interests accrued for at least six months can be capitalised and provided that the capitalisation has been agreed after the date when they have become due or from the date when the relevant legal proceedings are commenced in respect of that monetary claim, save there are no contrary recognised customary practices ("*usi normativi*"). Banks in Italy have traditionally capitalised accrued interests on a quarterly

basis on the grounds that such practice could be characterized as a customary practices. Certain judgments from Italian Courts (including Judgments number 2374/99 and number 2593/03 of the Italian Supreme Court ("*Corte di Cassazione*")) have held that such practice do not meet the legal definition of customary practices. In this respect, it should be noted that article 25, paragraph 2, of the Decree number 342 of 4 August 1999 ("*Decree 342*") has delegated to the Interministerial Committee of Credit and Saving (the "**CICR**") powers to fix the conditions for the capitalisation of accrued interests. As a matter of fact, the CICR, pursuant to article 3 of a Resolution dated 9 February 2000 (the "**Resolution**"), has provided, in relation to loans involving a deferred repayment that, in case of breach by the debtor, the amount due on the maturity of each instalment, shall produce interests from such date up to the date of the actual payment, if so provided by the relevant contract. Moreover, article 25, paragraph 3, of Decree 342 provides that the provisions relating to the capitalisation of accrued interest set forth in contracts entered into before the date of the Resolution are valid and effective up to the date thereof and after such date shall be consistent to the provisions of the Resolution. Decree 342 has been challenged, however, before the Italian Constitutional Court on the grounds that it falls outside the scope of the powers delegated under the Legge Delega, and article 25 paragraph 3 of Decree 342 has been declared unconstitutional by decision number 425 of 9/17 October 2000 issued by the Italian Constitutional Court. On the basis of the foregoing, it cannot be excluded that borrowers may, where appropriate, challenge the practice of capitalising interest by banks on the grounds set forth by the Italian Supreme Court ("*Corte di Cassazione*") in the above mentioned decision and, therefore, that a negative effect on the returns generated from the residential and commercial mortgage loan could derive.

With respect to this matter, a ruling issued on 29 October 2008 by the Court of Bari (honorary judge of the detached office of Rutigliano) declared some mortgage loan agreements (executed in 1988 and 1989) that were based upon the amortisation method known as "*French amortisation*" (i.e. mortgage loans with fixed instalments, made up of an amount of principal (that progressively increases) and an amount of interest (that decreases as repayments are made) calculated with a compound interest formula, as partially void.

In the case at hand, the technical consultancy requested by the judge showed that the instalments were calculated with a compound interest formula not expressly stated in the agreement, and that from the application of such formula the effective interest was higher than the nominal interest. The debtors were not able to realise, therefore, at the time of execution of the relevant mortgage loans, the effective high interest to be paid, as the nominal annual interest was that resulting from the agreement while the effective interest could only be inferred from time to time on the basis of the amortisation plan. Considering that the calculation of compound interest is permitted only within the limits of article 1283 of the Italian civil code, as described above (i.e. the compounding has to follow the maturation of interest and never to precede it, as occurs in such French amortisation), the judge declared that the relevant mortgage loans were partially void and recalculated the amortisation plans with reference to the applicable legal rate, so determining an interest rate lower than to that paid by the debtors.

Article 17-bis of Law Decree number 18 of 14 February 2016 (as converted into law with amendments by Law number 49 of 8 April 2016) amended article 120, paragraph 2, of the Consolidated Banking Act, providing that interests (other than defaulted interests) shall not accrue on capitalised interests.

The Originator has consequently undertaken in the Warranty and Indemnity Agreement to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any challenge relating to infringement of the article 1283 of the Italian civil code.

Risks in connection with legal proceedings involving the Originator

The UniCredit Group is subject to certain claims and is a party to legal and other proceedings in the normal course of its business. These risks have been duly analysed by UniCredit and the UniCredit Group companies involved, including as to whether it is appropriate or necessary to effect provisions (to the extent possible) in an amount believed suitable according to the circumstances or to make a mention thereof in a supplementary note to the balance sheet, in accordance with the appropriate accounting principles. In particular, as at 31 December 2010, the Group had made provisions for approximately €1,387 million to cover the risk and charges associated with such lawsuits (excluding employment, tax and credit recovery lawsuits) by the Group.

In many cases there is substantial uncertainty regarding the outcome of proceedings and the amount of any possible losses. These cases include criminal proceedings, administrative proceedings by regulatory authorities and claims in which the petitioner has not specifically quantified the penalties requested (for example, in putative class actions commenced in the U.S.). In situations where it is impossible to predict the outcome of a dispute and estimate any losses in a reliable manner, no provisions are made. However, where it is possible to provide a reliable estimate of the amount of possible losses and the loss is considered likely, provisions are made in the financial statements based on the circumstances and consistent with international accounting standards. A negative outcome for such proceedings could have a negative effect on the financial situation of the Group and of Group companies which are subject to such proceedings.

Consumer protection legislation

Under Italian law, consumer credit agreements are regulated by special provisions derogating the general principles of law. Consumer credit agreement legislation have been subject to a full revision in August 2010. In addition, since the newly enacted provisions apply only to Loans entered into after the date of their entry into force and not to loans agreements concluded on or before such date, some most noticeable differences between current and former consumer credit legislation will be highlighted. In addition, further amendments have been introduced on October 2012. For further information on the provisions regulating consumer loans, please see section headed "*Selected aspects of Italian law - Consumer credit provisions*":

(i) *Prepayment of consumer loans* - Pursuant to sub-section 2 of former article 125 of the Consolidated Banking Act, debtors under consumer loan agreements have the right (which cannot be waived by agreement between the parties) to prepay any consumer loan: (a) with the additional right to a *pro rata* reduction in the aggregate cost of the loan, as provided by CICR and (b) without incurring in any prepayment penalty. Current article 125-*sexies* of the Consolidated Banking Act: with reference to point (a) above, provides that the reduction in the aggregate cost of the loan shall be equal to the amount of interest and costs which would have been due to the lender, had the consumer loan not been prepaid; with reference to point (ii) above, prepayment penalties are now allowed, as far as they are a fair and objectively justified compensation for possible costs incurred by the lender as a direct consequence of the early repayment. Prepayment penalties shall not, anyway, exceed 1% or 0.5% of the amount of the prepaid amount, depending on the period of time elapsed between the date on which early repayment occurred and the agreed maturity date. No prepayment penalty shall be due:

    a) if the repayment has been made under an insurance contract intended to provide a credit repayment guarantee; or

b) in the case of overdraft facilities; or

c) if the repayment falls within a period for which the borrowing rate is not fixed; or

d) the prepaid sum is equal to the total outstanding amount of the relevant consumer loan and is equal or less than €10,000.

(ii) *Set-off rights* - Pursuant to article 125-*septies* of the Consolidated Banking Act, debtors are entitled to exercise against the assignee of any lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation to the provisions of article 1248 of the Italian civil code (that is even if the borrower has accepted the assignment or has been notified thereof). Pursuant to such provision, the assigned debtor shall be entitled to set-off against the assignee not only the claims on the assignor arisen before the assignment has become enforceable *vis-à-vis* the assigned consumer (as permitted under general principles of Italian law), but also claims on the assignor arising after such moment, regardless of any notification/acceptance of the same. For this purpose, under the Warranty and Indemnity Agreement the Originator has agreed to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred as a result of the successful exercise by any Debtor of any set-off right *vis-à-vis* the Issuer.

(iii) *Linked Credit Agreements* - Article 121 of the Consolidated Banking Act defines linked credit agreements as credit agreements where the credit in question serves exclusively to finance an agreement for the supply of specific goods or the provision of a specific service, and (a) the lender uses the services of the supplier or service provider in connection with the conclusion or preparation of the credit agreement, or (b) the specific goods or the provision of a specific service are explicitly identified in the credit agreement. Article 125-*quinquies* of the Consolidated Banking Act provides that, in case of a default by the relevant supplier (provided that such default meets the conditions set out under article 1455 of the Italian civil code), debtors under linked credit agreements, which pursued remedies against such supplier but failed to obtain satisfaction, have the right to terminate (*risoluzione del contratto*) the linked credit agreement. Following termination, the lender shall reimburse to the consumer any instalment which has been paid by the latter to reimburse the granted consumer loan (and any commission paid); on its turn, the lender shall be entitled to claim the amounts granted to the consumer as consumer loan only against the relevant supplier of goods or provider of services. Any such lenders' potential liability is extended to assignors of receivables arising from consumer loan agreements. Paragraph 6 of article 67 of Italian Legislative Decree No. 206 of 6 September 2005 (as subsequently amended, the "**Consumer Code**"), finally, provides that a consumer shall no longer be bound by a linked credit agreement, in case it exercises a right of redress (*diritto di recesso*) of the agreement for the supply of the specific goods or the provisions of a specific service which is under distance contracts and/or contracts negotiated away from business premises.

Former consumer credit agreement legislation provided that, in case of default by the relevant supplier, a debtor under a consumer credit agreement entered into in order to finance the supply of goods or services was allowed to pursue remedies against the relevant lender only if, *inter alia*, such supplier was linked to the lender by an exclusivity agreement (whereas, under current legislation, such condition has been substituted with less stringent ones reported under letters a) and b) above in this paragraph). It should be noted, however, that the Italian Supreme Court seemed to have disregarded the requirement of the existence of an exclusivity agreement

between the lender and the supplier, so to enable debtors to act against the relevant lender even if the existence of such a pre-requisite was not proved by the plaintiff.

For this purposes, under the Warranty and Indemnity Agreement, the Originator has represented that no Loan Agreement falls under the definition of linked credit agreement (*contratto di credito collegato*) pursuant to article 121 of the Consolidated Banking Act.

(iv) *Annual percentage rate of interest* - Paragraph 6 of current article 125-*bis* of the Consolidated Banking Act disposes that clauses providing costs which, in breach of the provisions of the relevant definition set by current article 121 of the Consolidated Banking Act, have not been, or have been incorrectly, included in the calculation of the annual percentage rate of charge (*TAEG*), are void; moreover, paragraph 7, letter a), of the same article provides that, in case the relevant contractual clauses are missing or are void, the annual percentage rate of interest shall be equal to the minimum nominal interest rate applicable to annual Italian Treasury Bills or similar securities, issued within the 12 months preceding the date on which the relevant contract has been executed, and that no further charges shall be paid by the consumer as interests, commissions or other expenses. A rule similar to the one set by current paragraph 7, letter a), was provided by former paragraph 5 of article 125 of the Consolidated Banking Act. Under the terms of the Warranty and Indemnity Agreement, the Originator has represented that each Loan Agreement which is a consumer loan pursuant to articles 121 and following of the Consolidated Banking Act has been entered into and performed and is compliant with, *inter alia*, the provisions relating to the calculation of the of the annual percentage rate of charge (*TAEG*).

(v) *Prior written notice of assignment* - Sub-section 11 of article 21 of law number 142 of 19 February 1992 provides that claims arising from consumer credit agreement could be assigned only if the relevant debtor had received a 15 days' prior written notice. This provision has been repealed by the Consolidated Banking Act, with effect from the date on which the Bank of Italy issues the relevant implementing regulations, but no such regulations have ever been issued. Such provision seems to have been definitely repealed by the current legislation regulating consumer credit agreements, so it does not apply to Loans came into existence after the date of issuance of such legislation. Though, with reference to Loans existing as at such date, there is a risk that Debtors could raise a defence in any enforcement action taken by the Issuer, claiming that the assignment of the Receivables cannot be enforced against them, due to the missed notification of the relevant assignment.

(vi) *Unfair terms in consumer contracts* - Article 33 of the Consumer Code provides that any clause in a consumer contract which contains a material imbalance between the rights and obligations of the consumer under the contract is deemed to be unfair and is not enforceable against the consumer whether or not the consumer's counterparty acted in good faith. No independent due diligence has been carried out in order to verify if any clause of the Loan Agreements may be qualified as unfair under article 33 of the Consumer Code; though, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that the Loan Agreements comply with all applicable laws and regulations.

Political and economic developments in the Republic of Italy and in the European Union

The financial condition, results of operations and prospects of the Republic of Italy and companies incorporated in the Republic of Italy may be adversely affected by events outside their control, namely

European law generally, any conflicts in the region or taxation and other political, economic or social developments in or affecting the Republic of Italy generally.

Change of law

The structure of the transaction and, *inter alia*, the issue of the Notes and the ratings assigned to the Senior Notes are based on Italian law, tax and administrative practice in effect at the date hereof, having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that Italian law, tax or administrative practice will not change after the Issue Date or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

Potential Conflicts of Interest

UniCredit Bank AG is the Sole Arranger and, through its Munich head office, the Sole Lead Manager in respect of the Securitisation. UniCredit S.p.A. is acting as Originator, Servicer, Account Bank, Cash Manager and Renegotiation Reserve Subordinated Loan Provider pursuant to the relevant Transaction Documents. Conflicts of interest may potentially exist or may arise as a consequence of the various UniCredit group companies having different roles in this transaction.

Projections, forecast and estimates

Any projections, forecasts and estimates set out in this Prospectus, are forward looking statements. Projections are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, the projections are only estimates. Actual results may vary from projections and the variation may be material.

Forward-looking statements

Words such as "intend(s)", "aim(s)", "expect(s)", "will", "may", "believe(s)", "should", "anticipate(s)" or similar expressions are intended to identify forward-looking statements and subjective assessments. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. The reader is cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate. No-one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for holders of the Senior Notes but the inability of the Issuer to pay interest or repay principal on the Senior Notes may occur for other reasons and the Issuer does not represent that the above statements of the risks of holding the Senior Notes are exhaustive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Senior Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Senior Notes of interest or principal on such Notes on a timely basis or at all.

THE MASTER PORTFOLIO

Pursuant to the Receivables Purchase Agreement related to the Initial Portfolio, the Issuer has purchased the Initial Portfolio on 7 August 2015.

On 25 February 2016, certain Receivables comprised in the Initial Portfolio have been repurchased by the Originator pursuant to the terms of the Receivables Repurchase Agreement.

Pursuant to the Master Receivables Purchase Agreement, the Issuer has purchased the Second Portfolio on 9 March 2016 and may purchase Further Portfolios from the Originator together with any other rights of the Originator to guarantees or security interests and any related rights that have been granted to the Originator to secure or ensure payments of any of the Receivables.

On 24 March 2016, the Issuer and the Originator have executed a first partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio, according to which the assignment of certain Receivables included in the Initial Portfolio has been terminated by mutual consent. On 12 April 2016, the Issuer and the Originator have executed a second partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio, according to which the assignment of certain further Receivables included in the Initial Portfolio has been terminated by mutual consent. On 12 April 2016, the Issuer and the Originator have executed a partial termination agreement of the Master Receivables Purchase Agreement, according to which the assignment of certain Receivables included in the Second Portfolio has been terminated by mutual consent.

The Receivables comprised in the Initial Portfolio, in the Second Portfolio and in any Further Portfolio arise out of consumer loans contracts (*contratti di credito al consumo*) and other personal loans classified as at (i) 1 March 2016, by reference to the Initial Portfolio, and (ii) as at the relevant Valuation Date, by reference to the Second Portfolio and any Further Portfolio, as performing by the Originator.

The Initial Portfolio and the Second Portfolio include, and any Further Portfolio may include, Receivables which have already come into existence as at the relevant transfer date (the "**Existing Receivables**") and Receivables arising from additional disbursement made under the relevant Loan Agreement where permitted thereunder (the "**Future Receivables**"). The Future Receivables coming into existence, if any, will be automatically transferred to the Issuer on the relevant Arising Date (if any) under the provisions of the Master Receivables Purchase Agreement and Italian law.

The Receivables comprised in the Initial Portfolio purchased on 7 August 2015 have been selected on the basis of certain criteria as better described below ("**Criteria for the Initial Portfolio**").

The Receivables comprised in the Second Portfolio purchased on 9 March 2016 have been selected on the basis of (i) certain common objective criteria listed in Schedule 1 to the Master Receivables Purchase Agreement (the "**Common Criteria**") which shall apply to the Second Portfolio and to any Further Portfolio and (ii) certain further objective criteria listed in Schedule 2 Part A to the Master Receivables Purchase Agreement which apply to the Second Portfolio only (the "**Specific Criteria for the Second Portfolio**").

The Receivables comprised in any Further Portfolio will be selected on the basis of the Common Criteria and certain further objective criteria listed in Schedule 2 Part B Specific Criteria to the Master Receivables Purchase Agreement (the "**Specific Criteria for any Further Portfolio**"), which supplement the Common Criteria at the option of the Originator and the Issuer in respect of any Further Portfolio.

As at the Issue Date (and taking into consideration the repurchase of the Receivables and the termination of the assignment of Receivables referred to above), the aggregate of the Individual Purchase Price of all Receivables comprised in the Master Portfolio amounts to €4,096,856,762.05.

The information relating to the Master Portfolio contained in this Prospectus is, unless otherwise specified, a description of the Receivables comprised in the Master Portfolio as at 1 March 2016 (excluding the Receivables comprised in the Initial Portfolio which have been repurchased by the Originator pursuant to the terms of the Receivables Repurchase Agreement and the Receivables comprised in the Initial Portfolio and in the Second Portfolio whose assignment has been terminated pursuant to the terms of the partial termination agreements referred to above).

The Criteria for the Initial Portfolio

Pursuant to the Receivables Purchase Agreement related to the Initial Portfolio, the Originator has sold to the Issuer and the Issuer has purchased from the Originator all the Receivables arising from Loan Agreements which meet, as at the relevant Valuation Date, the following Criteria:

1. Personal Loans granted to individuals;

2. Loans granted to one or more individuals, one of which (at least) results to be, pursuant to the last relevant communication given to the Originator, resident tin Italy;

3. Loans which as at the Valuation Date have been fully drawn down, even if in several drawdowns;

4. Loans referred to as "Personal Loans" ("*Prestiti Personali*") arising from agreements concluded between the relevant Debtors and:

    (a) UniCredit Family Financing S.p.A. through the branches belonging to:

        (i) UniCredit Banca S.p.A., within the period starting from 9 June 2008 (included) and ending on 1 November 2010 (excluded); or

        (ii) UniCredit Banca di Roma S.p.A., within the period starting from 25 August 2008 (included) and ending on 1 November 2010 (excluded); or

        (iii) Banco di Sicilia S.p.A., within the period starting from 6 October 2008 (included) and ending on 1 November 2010 (excluded); or

    (b) UniCredit Family Financing S.p.A. directly and not through the branches of UniCredit Banca S.p.A., UniCredit Banca di Roma S.p.A. and Banco di Sicilia S.p.A., within the period starting from 1 June 2009 (included) and ending on 1 November 2010 (excluded);

    (c) UniCredit S.p.A., starting from 1 November 2010 (included);

5. Loans arising from Loan Agreements regulated by the laws of the Republic of Italy;

6. Loans denominated in euro;

7. Loans in respect of which at least an Instalment has become due and has been paid by the relevant Debtor (even if the relevant Instalment comprised an interest component only);

8. Loans which provides for the application of (i) a fixed rate for the whole duration of the Loan; or (ii) contractually predeterminated fixed rates corresponding to specific contractually predeterminated instalments;

9. Amortising Loans to be reimbursed in several instalments pursuant to the so called "French amortising plan", i.e. an amortising plan which envisages the same initial amount for instalments consisting of a principal component and an interest component, as shown as at the date of conclusion of the relevant Loan Agreement or as at the date of conclusion of the last agreement reached by the parties on the applicable amortisation plan;

10. Loans in respect of which the last Instalment is due on or before 31 August 2027;

11. Loans to be repaid by the relevant Debtors via:

    a. direct debiting of a bank account, or

    b. direct debit (RID System);

12. Loans having an Initial Outstanding Principal equal to/exceeding euro 1,000 and equal to/not exceeding euro 75,000;

13. Loans having an Outstanding Principal, at the Valuation Date, equal to/exceeding euro 100;

14. Loans arising from Loan Agreements having a nominal annual rate (TAN) equal to or exceeding 3.00%;

15. Loans whose number of outstanding instalments is equal to or exceeding 1;

16. Loans whose number of outstanding instalments does not exceed 120.

Notwithstanding the above, loans which comply with the above Criteria as at the Valuation Date but possess also one or more of the following features as at such date (save as otherwise specified), shall not be transferred pursuant to the Transfer Agreement:

17. Loans which are performing but have been subject to restructuring or settlements after the date of their conclusion;

18. Loans in respect of which there has been the delivery of a notice to the relevant Debtors stating that such loans have been accelerated (*decadenza del debitore dal beneficio del termine*) as provided in the relevant Loan Agreement and formally requesting payment (*intimazione ad adempiere*);

19. Loans which have been granted pursuant to any law or rule which, from the beginning, provides for any advantageous financial terms and conditions, public financial contributions or grants of any kind, discounts pursuant to the law, contractually capped interest rates and/or any other provisions which result in advantageous repayment terms or reductions in payments for the relevant debtors or the relevant guarantors in relation to principal and/or interest;

20. Loans arising from Loan Agreements referred to as: "*UniCredit ad honorem*", "*Fondo Nuovi Nati*", "*Diamogli Credito*" or "*Credit Express Master*" or "*Credit Express Compact Extra*" or "*Prestito Personale Private*";

21. Loans in relation to which, as at the Valuation Date, the relevant Debtors are entitled to benefit from payment suspensions, excluding Loans in relation to which the right of the Debtors to be entitled to benefit from payment suspensions is provided for in the Loan Agreement;

22. With reference to Loans providing, in relation to the Last Instalment, payment via direct debiting of a bank account opened with a branch of a bank belonging to the UniCredit Group, Loans that, as at the Valuation Date, had one or more due instalments (including the Last Instalment) that have not been fully or partially repaid;

23. With reference to Loans not providing, in relation to the Last Instalment, payment via direct debiting of a bank account opened with a branch of a bank belonging to UniCredit Group, Loans that, as at the Valuation Date, had one or more due instalments (including the Last Instalment) that have not been fully or partially repaid;

24. Loans to be reimbursed in several instalments, and that provide the payment of a so called "*Maxi rata finale*", the amount of which may be different from the amounts of other instalments;

25. Loans granted to public entities;

26. Loans granted to churches and other ecclesiastic entities;

27. Loans granted to limited or unlimited liability companies;

28. Loans granted to Debtors that are, as at 30 June 2015, directors and/or employees (including, without limitation, managers and officers) of UniCredit S.p.A. or other companies belonging to UniCredit Group;

29. Loans arising from Loan Agreements referred to as: "*Compact*" which had, as at 27 July 2015, one of the following characteristics:

    (i) duration equal or exceeding 85 instalments;

    (ii) TAN not exceeding 10%.

30. Loans arising from Loan Agreements having the reference number on the list published by the following website https://www.unicredit.it/it/privati/mutui/cartolarizzati/consumerthree2015.html

With reference to the above-mentioned paragraphs:

(a) "**Last Instalment**" means the last instalment to fall due before the Valuation Date;

(b) "**UniCredit Family Financing S.p.A.**" means:

    (i) from 9 June 2008 (included) to 31 March 2009 (included), UniCredit Consumer Financing Bank S.p.A.;

    (ii) from 1 April 2009 (included) to 31 October 2010 (included), UniCredit Family Financing Bank S.p.A.

The Master Portfolio Criteria

Pursuant to the Master Receivables Purchase Agreement, the Originator has sold and will sell to the Issuer and the Issuer has purchased and will purchase from the Originator all the Receivables arising

from Loan Agreements which meet, as at the relevant Valuation Date, the following Common Criteria (to be considered cumulative unless otherwise specified) and Specific Criteria (to be considered cumulative unless otherwise specified):

Common Criteria

1. personal Loans granted to individuals;

2. Loans granted to one or more individuals, one of which (at least) results to be, pursuant to the last relevant communication given to the Originator, resident tin Italy;

3. Loans which as at the Valuation Date have been fully drawn down, even if in several drawdowns;

4. Loans referred to as "Personal Loans" ("*Prestiti Personali*"), arising from agreements concluded between the relevant Debtors and:

   (a) UniCredit Family Financing S.p.A. through the branches belonging to:

      (i) UniCredit Banca S.p.A., within the period starting from 9 June 2008 (included) and ending on 1 November 2010 (excluded); or

      (ii) UniCredit Banca di Roma S.p.A., within the period starting from 25 August 2008 (included) and ending on 1 November 2010 (excluded); or

      (iii) Banco di Sicilia S.p.A., within the period starting from 6 October 2008 (included) and ending on 1 November 2010 (excluded); or

   (b) UniCredit Family Financing S.p.A. directly and not through the branches of UniCredit Banca S.p.A., UniCredit Banca di Roma S.p.A. and Banco di Sicilia S.p.A., within the period starting from 1 June 2009 (included) and ending on 1 November 2010 (excluded);

   (c) UniCredit S.p.A., starting from 1 November 2010 (included);

5. Loans arising from Loan Agreements regulated by the laws of the Republic of Italy;

6. Loans denominated in euro;

7. Loans in respect of which at least an Instalment has become due and has been paid by the relevant Debtor (even if the relevant Instalment comprised an interest component only);

8. Loans which provides for the application of (i) a fixed rate for the whole duration of the Loan; or (ii) contractually predeterminated fixed rates corresponding to specific contractually predeterminated instalments;

9. Amortising Loans to be reimbursed in several instalments pursuant to the so called "French amortising plan", i.e. an amortising plan which envisages the same initial amount for instalments consisting of a principal component and an interest component, as shown as at the date of conclusion of the relevant Loan Agreement or as at the date of conclusion of the last agreement reached by the parties on the applicable amortisation plan;

10. Loans in respect of which the last Instalment is due on or before 30 April 2028.

11. Loans to be repaid by the relevant Debtors via:

    a. direct debiting of a bank account, or

    b. direct debit (RID System);

12. Loans having an Initial Outstanding Principal equal to/exceeding euro 1,000 and equal to/not exceeding euro 75,000;

13. Loans having an Outstanding Principal, at the Valuation Date, equal to/exceeding euro 100;

14. Loans arising from Loan Agreements having a nominal annual rate (TAN) equal to or exceeding 3.00%;

15. Loans whose number of outstanding instalments is equal to or exceeding 1;

16. Loans whose number of outstanding instalments does not exceed 120.

Notwithstanding the above, loans which comply with the above Criteria as at the Valuation Date but possess also one or more of the following features as at such date (save as otherwise specified), shall not be transferred pursuant to the Transfer Agreement:

17. Loans which are performing but have been subject to restructuring or settlements after the date of their conclusion;

18. Loans in respect of which there has been the delivery of a notice to the relevant Debtors stating that such loans have been accelerated (*decadenza del debitore dal beneficio del termine*) as provided in the relevant Loan Agreement and formally requesting payment (*intimazione ad adempiere*);

19. Loans which have been granted pursuant to any law or rule which, from the beginning, provides for any advantageous financial terms and conditions, public financial contributions or grants of any kind, discounts pursuant to the law, contractually capped interest rates and/or any other provisions which result in advantageous repayment terms or reductions in payments for the relevant debtors or the relevant guarantors in relation to principal and/or interest;

20. Loans arising from Loan Agreements referred to as: "*UniCredit ad honorem*", "*Fondo Nuovi Nati*", "*Diamogli Credito*" or "*Credit Express Master*"or "*Credit Express Compact Extra*" or "*Prestito Personale Private*";

21. Loans in relation to which, as at the Valuation Date, the relevant Debtors are entitled to benefit from payment suspensions, excluding Loans in relation to which the right of the Debtors to be entitled to benefit from payment suspensions is provided for in the Loan Agreement;

22. with reference to Loans providing, in relation to the Last Instalment, payment via direct debiting of a bank account opened with a branch of a bank belonging to the UniCredit Group, Loans that, as at the Valuation Date, had one or more due instalments (including the Last Instalment) that have not been fully or partially repaid;

23. with reference to Loans not providing, in relation to the Last Instalment, payment via direct debiting of a bank account opened with a branch of a bank belonging to UniCredit Group, Loans that, as at the Valuation Date, had one or more due instalments (including the Last Instalment) that have not been fully or partially repaid;

24. Loans to be reimbursed in several instalments, and that provide the payment of a so called "*maxi rata finale*", the amount of which may be different from the amounts of other instalments;

25. Loans granted to public entities;

26. Loans granted to churches and other ecclesiastic entities;

27. Loans granted to limited or unlimited liability companies;

28. Loans granted to Debtors that are, as at 29 February 2016, directors and/or employees (including, without limitation, managers and officers) of UniCredit S.p.A. or other companies belonging to UniCredit Group.

With reference to the above-mentioned paragraphs:

(a) "**Last Instalment**" means the last instalment to fall due the Valuation Date.

(b) "**UniCredit Family Financing S.p.A.**" means:

(i) from 9 June 2008 (included) to 31 March 2009 (included), UniCredit Consumer Financing Bank S.p.A.;

(ii) from 1 April 2009 (included) to 31 October 2010 (included), UniCredit Family Financing Bank S.p.A.

Specific Criteria in relation to the Second Portfolio

1. Loans having an Initial Outstanding Principal equal to or exceeding euro 1,000 and not exceeding euro 75,000;

2. Loans having an Outstanding Principal equal to or exceeding euro 100 and not exceeding euro 75,000;

3. Loans arising from Loan Agreements having a nominal annual rate (TAN) equal to or exceeding 3.00%;

4. Loans whose number of outstanding instalments is equal to or exceeding 1;

5. Loans whose number of outstanding instalments does not exceed 120.

Notwithstanding the above, loans which comply with the above Criteria as at the Valuation Date but possess also one or more of the following features as at such date (save as otherwise specified), shall not be transferred pursuant to the Transfer Agreement:

6. Loans granted to Debtors that are, as at 29 February 2016, directors and/or employees (including, without limitations, managers and officers) of UniCredit S.p.A. or other companies belonging to UniCredit Group;

7. Loans arising from Loan Agreements referred to as "*Personal Private Loan*";

8. Loans in respect of which the relevant debtors and/or guarantors have initiated a legal proceeding or a mandatory mediation process starting form 1 January 2012 against UniCredit S.p.A., having UniCredit S.p.A. received notification of such proceeding, and being the proceeding or the decision still pending (the term proceeding exclude settlements as well as

judgements having the force of *res judicata* (*sentenza passata in giudicato)* or proceedings where a closing report (*verbale di chiusura)* has been issued) at the Valuation Date;

9. Loans arising from Loan Agreements having the reference number on the list published by the following website https://www.unicredit.it/it/privati/mutui/cartolarizzati/consumerthree2015.html

Specific Criteria in relation to Further Portfolios

In addition, to the Common Criteria set out above, Further Portfolios will be selected on the basis of one or more of the specific criteria set out in Annex 2, part B, to the Master Receivables Purchase Agreement.

Conditions for the purchase of Further Portfolios

During the Revolving Period, Further Portfolios may only be offered or purchased if, on the relevant Offer Date, all of the following conditions are satisfied with respect to the offered Further Portfolio:

(i) following the purchase of the relevant Further Portfolio, on the relevant Cut-Off Date, the Weighted Average Interest Rate of the Master Portfolio is higher than or equal to the Minimum Weighted Average Interest Rate;

(ii) on the Cut-Off Date, the average remaining maturity of the Receivables included in the Master Portfolio (including the Further Portfolio to be purchased), taking into account also the Renegotiations (if any), weighted for the Outstanding Principal Not Yet Due, is not higher than the Maximum Residual Life;

(iii) the balance of the amounts standing to the credit of the Principal Accumulation Account in not higher than the Maximum Balance of the Principal Accumulation Account;

(iv) the Cumulative Default Ratio calculated by reference to the immediately preceding Quarterly Collection Period is not higher than the Master Portfolio's Cumulative Default Ratio;

(v) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors that pay via direct debit (including for avoidance of doubt debtors that pay via SDD) on an account with UniCredit S.p.A. is higher than the Direct Debit Loans' Minimum Amount;

(vi) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Southern Regions is lower than the Southern Regions Loans' Maximum Amount;

(vii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Northern Regions is higher than the Northern Regions Loans' Minimum Amount;

(viii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to Debtors resident or domiciled in Central Regions is higher than the Central Regions Loans' Minimum Amount;

(ix) on the Cut-Off Date, the Set-Off Exposure is not higher than the Maximum Set-Off Exposure Amount;

(x) on the relevant Valuation Date, the Moody's Set-Off Exposure is not higher than the Moody's Maximum Set-Off Exposure Amount;

(xi) the balance of the Junior Notes Principal Deficiency Ledger has not been negative for the Consecutive Payment Dates preceding the relevant Offer Date;

(xii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to the Credit Express Compact Loans is not higher than the Credit Express Compact Loan Maximum Amount;

(xiii) on the Cut-Off Date, the Master Portfolio's outstanding principal not yet due (including the Further Portfolio to be purchased) relating to the Other Loans is higher than or equal to the Other Loans Minimum Amount.

Characteristics of the Master Portfolio

The Receivables included in the Master Portfolio generally have the characteristics that demonstrate capacity to produce funds to serve payments due and payable on the Notes. However, neither the Originator nor the Issuer warrant the solvency (credit standing) of any or all of the Debtor(s).

The following tables set out information on the characteristics of the Master Portfolio derived from information provided by the Originator. The amounts, where relevant, are in Euro. The information in the following tables reflects the position of the Receivables comprised in the Master Portfolio as of 1 March 2016 (excluding the Receivables comprised in the Initial Portfolio which have been repurchased by the Originator pursuant to the terms of the Receivables Repurchase Agreement and the Receivables comprised in the Initial Portfolio and in the Second Portfolio whose assignment has been terminated pursuant to the terms of the partial termination agreements referred to above). Certain monetary amounts and percentages included in this section have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

Key Statistics of the Initial and Second Portfolio

Statistic	*Unit of Measurement*	*Value*
Total Current Outstanding Principal	€	4,077,354,013.08
Total Original Outstanding Principal	€	5,703,786,890.32
Number of Loans	#	365,894
Average Current Outstanding Principal	€	11,143.54
Average Original Outstanding Principal	€	15,588.63
Weighted Average Seasoning (months):	months	20.56
Weighted Average Remaining Term (months):	months	69.31
Weighted Average Interest Rate	%	9.31
Number of debtors	#	344,254
Top 1 debtor (% of Outstanding Principal of the Initial and Second Por	%	0.003%
Top 10 debtors (% of Outstanding Principal of the Initial and Second P	%	0.029%
Top 20 debtors (% of Outstanding Principal of the Initial and Second P	%	0.055%

CURRENT OUTSTANDING PRINCIPAL

CURRENT OUTSTANDING PRINCIPAL (€)*	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
0 - 10,000	1,005,619,845.86	25%	213,684	58%
10,000 - 20,000	1,294,145,943.96	32%	91,272	25%
20,000 - 30,000	970,228,434.19	24%	39,769	11%
30,000 - 40,000	480,389,679.70	12%	14,333	4%
40,000 - 50,000	205,385,917.78	5%	4,627	1%
50,000 - 60,000	101,780,370.73	2%	1,907	1%
60,000 - 70,000	16,847,373.05	0%	261	0%
70,000 - 75,000	2,956,447.81	0%	41	0%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

**Lower limit included and upper limit excluded*

ORIGINAL OUTSTANDING PRINCIPAL

ORIGINAL OUTSTANDING PRINCIPAL (€)*	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
1,000 - 10,000	509,449,795.75	12%	130,927	36%
10,000 - 20,000	1,233,079,658.70	30%	129,390	35%
20,000 - 30,000	1,054,983,739.00	26%	60,922	17%
30,000 - 40,000	727,568,282.59	18%	30,248	8%
40,000 - 50,000	280,829,033.86	7%	8,104	2%
50,000 - 60,000	222,815,542.06	5%	5,278	1%
60,000 - 70,000	33,868,179.94	1%	744	0%
70,000 - 75,000	14,759,781.18	0%	281	0%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

**Lower limit included and upper limit excluded*

SEASONING

SEASONING (month) *	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
1 - 12	1,766,968,435.33	43%	138,539	38%
12 - 24	1,078,501,765.37	26%	82,385	23%
24 - 36	530,075,690.45	13%	52,145	14%
36 - 48	296,651,108.40	7%	32,171	9%
48 - 60	196,976,121.37	5%	25,781	7%
60 - 72	134,786,977.34	3%	20,483	6%
72 - 84	60,980,703.82	1%	12,385	3%
84 - 96	12,413,211.00	0%	2,005	1%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

**Lower limit included and upper limit excluded*

REMAINING TERM

REMAINING TERM (month) *	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
1 - 12	59,855,335.48	1%	36,899	10%
12 - 24	193,028,573.99	5%	48,090	13%
24 - 36	418,107,235.95	10%	65,672	18%
36 - 48	483,040,070.51	12%	49,665	14%
48 - 60	626,579,359.45	15%	50,983	14%
60 - 72	444,891,284.63	11%	29,804	8%
72 - 84	563,694,816.21	14%	35,303	10%
84 - 96	154,287,788.07	4%	6,102	2%
96 - 108	417,524,652.98	10%	16,308	4%
108 - 120	687,145,179.32	17%	25,977	7%
120 - 132	29,199,716.49	1%	1,091	0%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

**Lower limit included and upper limit excluded*

BORROWER REGION

BORROWER REGION	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
ABRUZZO	47,589,189.98	1%	3,912	1%
BASILICATA	12,189,687.00	0%	953	0%
CALABRIA	50,348,858.90	1%	3,923	1%
CAMPANIA	248,087,503.68	6%	20,578	6%
EMILIA ROMAGNA	447,688,126.81	11%	41,068	11%
FRIULI VENEZIA GIULIA	117,402,377.56	3%	11,985	3%
LAZIO	617,717,684.78	15%	51,220	14%
LIGURIA	62,392,953.59	2%	6,323	2%
LOMBARDIA	404,327,105.23	10%	39,563	11%
MARCHE	75,224,888.99	2%	6,269	2%
MOLISE	29,921,211.49	1%	2,503	1%
PIEMONTE	508,134,211.02	12%	48,308	13%
PUGLIA	194,847,138.69	5%	16,138	4%
SARDEGNA	70,329,319.22	2%	5,769	2%
SICILIA	480,158,391.55	12%	40,282	11%
TOSCANA	125,942,797.72	3%	10,648	3%
TRENTINO ALTO ADIGE	40,501,365.43	1%	4,489	1%
UMBRIA	99,158,289.19	2%	8,508	2%
VALLE D'AOSTA	22,916,633.63	1%	1,982	1%
VENETO	422,476,278.62	10%	41,473	11%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

PAYMENT FREQUENCY

PAYMENT FREQUENCY	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
Monthly	4,077,354,013.08	100%	365,894	100%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

PAYMENT METHOD

PAYMENT METHOD	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
cash	411,636.19	0%	49	0%
direct debit	19,980,041.64	0%	2,239	1%
direct debit on an account with UniCredit S.p.A.	4,056,962,335.25	99%	363,606	99%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

PRODUCT DETAIL

PRODUCT DETAIL	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
CREDITEXPRESS COMPACT	2,281,711,369.80	56%	152,923	42%
CREDITEXPRESS DYNAMIC	1,207,031,122.59	30%	163,138	45%
OTHER	588,611,520.69	14%	49,833	14%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

CURRENT INTEREST RATE

CURRENT INTEREST RATE (%)*	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
3.00 - 4.00	1,142,570.80	0%	286	0%
4.00 - 5.00	11,397,265.44	0%	1,805	0%
5.00 - 6.00	213,085,276.60	5%	10,039	3%
6.00 - 7.00	140,526,822.63	3%	7,567	2%
7.00 - 8.00	279,301,619.20	7%	18,331	5%
8.00 - 9.00	795,796,845.89	20%	59,807	16%
9.00 - 10.00	1,009,691,041.46	25%	87,559	24%
10.00 - 11.00	1,043,666,373.65	26%	102,195	28%
11.00 - 12.00	400,486,659.69	10%	51,865	14%
12.00 - 13.00	148,559,514.98	4%	21,049	6%
13.00 - 14.00	26,972,499.48	1%	4,061	1%
14.00 - 15.00	6,727,523.26	0%	1,330	0%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

**Lower limit included and upper limit excluded*

ORIGINATION YEAR

ORIGINATION YEAR	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
2008	5,378,989.05	0%	366	0%
2009	47,613,988.96	1%	10,316	3%
2010	104,306,376.13	3%	16,718	5%
2011	199,208,336.88	5%	27,423	7%
2012	271,354,665.46	7%	30,564	8%
2013	426,054,856.29	10%	43,322	12%
2014	969,617,742.47	24%	78,110	21%
2015	1,969,397,088.53	48%	152,997	42%
2016	84,421,969.31	2%	6,078	2%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

MATURITY YEAR

MATURITY YEAR	Current Outstanding Principal	% Of Outstanding Principal	Number of Accounts	Number of Accounts, %
2015	4.95	0%	1	0%
2016	42,253,517.62	1%	29,882	8%
2017	179,763,986.31	4%	49,237	13%
2018	399,913,027.95	10%	65,163	18%
2019	481,561,829.02	12%	51,499	14%
2020	624,806,809.53	15%	51,563	14%
2021	469,570,636.24	12%	32,047	9%
2022	555,218,885.22	14%	34,871	10%
2023	183,412,571.91	4%	7,962	2%
2024	414,056,890.03	10%	16,232	4%
2025	690,277,544.33	17%	26,073	7%
2026	36,518,309.97	1%	1,364	0%
Total:	**4,077,354,013.08**	**100%**	**365,894**	**100%**

During the Revolving Period, the Issuer will purchase Further Portfolios from UniCredit S.p.A., subject to certain conditions set out in the Master Receivables Purchase Agreement. Although the Further Portfolios shall satisfy certain criteria, there can be no assurance that such Further Portfolios will have the same characteristics as the Initial Portfolio and the Second Portfolio described in the preceding tables.

THE ORIGINATOR, THE SERVICER AND THE ACCOUNT BANK

Description of UniCredit and the UniCredit Group

UniCredit S.p.A. ("**UniCredit**"), established in Genoa, Italy by way of a private deed dated 28 April 1870 with a duration until 31 December 2100, is incorporated as a joint-stock company under Italian law, with registered office at Via A. Specchi 16, 00186, Rome, Italy and is registered with the Company Register of Rome under registration number, fiscal code and VAT number 00348170101. UniCredit is registered with the National Register of Banks and is the parent company of the UniCredit Group. UniCredit's head office and principal centre of business is at Piazza Gae Aulenti, 3 Tower A 20154 Milan, Italy, telephone number +39 028862 8715 (Investor Relations). The fully subscribed and paid-up share capital of UniCredit as of March 2016 amounted to € 20,298,341,840.70.

The UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Banking Law under number 02008.1 (the "Group" or the "**UniCredit Group**") is a leading financial services group operating in 20 countries: commercial banking activities in Italy, Germany, Austria, Poland and 13 Central and Eastern European ("**CEE**") countries; leasing activities in the 3 Baltic countries.

The Group's portfolio of activities is highly diversified by segments and geographical areas, with a strong focus on commercial banking. Its wide range of banking, financial and related activities includes deposit-taking, lending, asset management, securities trading and brokerage, investment banking, international trade finance, corporate finance, leasing, factoring and the distribution of certain life insurance products through bank branches (*bancassurance*).

The Group is one of the leading banks in Italy, in terms of number of branches, and among the leading banks, in terms of total assets, in many of the CEE countries in which it operates.

HISTORY

Formation of the Group

UniCredit (formerly Unicredito Italiano S.p.A.) and the UniCredit Group of which UniCredit is the parent are the result of the October 1998 business combination between the Credito Italiano national commercial banking group (established in 1870 with the name of *Banca di Genova*) and Unicredito S.p.A. (at the time the holding company owning a controlling interest in Banca CRT (*Banca Cassa di Risparmio di Torino S.p.A.*), CRV (*Cassa di Risparmio di Verona Vicenza Belluno e Ancona Banca S.p.A.*) and Cassamarca (*Cassa di Risparmio della Marca Trivigiana S.p.A.*).

Since its formation, the Group has continued to expand in Italy and Eastern Europe through both organic growth and acquisitions, consolidating its role also in relevant sectors outside Europe, such as the asset management sector in the United States.

Such expansion has been characterised, in particular:

by the business combination with HypoVereinsbank, realised through a public tender offer launched in summer 2005 by UniCredit to acquire the control over Bayerische Hypo- und Vereinsbank AG ("**HVB**") – subsequently renamed UniCredit Bank AG – and its subsidiaries, such as Bank Austria Creditanstalt AG, subsequently renamed "UniCredit Bank Austria AG" ("**BA**" or "**Bank Austria**"). At the conclusion of the offer perfected during 2005, UniCredit acquired a shareholding for an amount equal to 93.93 per cent. of the registered share capital and voting rights of HVB. On 15 September 2008 the squeeze-out of HVB's minority shareholders, resolved upon by the bank's shareholders' meeting

in June 2007, was registered with the Commercial Register of Munich. Therefore, the HVB shares held by the minority shareholders – equal to 4.55 per cent. of the share capital of the company – were transferred to UniCredit by operation of law and HVB became a UniCredit wholly-owned subsidiary. In summer 2005 UniCredit also conducted an exchange offer for the acquisition of all shares of BA not held by HVB at the time. At the conclusion of the offer, the Group held 94.98 per cent. of the aggregate share capital of BA. In January 2007, UniCredit, which at the time held 96.35 per cent. of the aggregate share capital of BA, including a stake equal to 77.53 per cent. transferred to UniCredit by HVB, resolved to commence the procedures to effect the squeeze-out of the minority shareholders of BA. As at the date of this Prospectus, UniCredit's interest in BA is equal to 99.996 per cent.; and

by the business combination with Capitalia S.p.A. ("**Capitalia**"), the holding company of the Capitalia banking group (the "**Capitalia Group**"), realised through a merger by way of incorporation of Capitalia into UniCredit effective as of 1 October 2007.

In 2008 the squeeze outs[1] of the ordinary BA and HVB shares held by minority shareholders were completed.

Proceedings as to the adequacy of the squeeze-out price and in relation to the challenge to the relevant shareholders' resolutions promoted by certain BA and HVB shareholders are still pending.

UniCredit S.p.A. ordinary shares are listed on the Milan Stock Exchanges organised and managed by Borsa Italiana S.p.A., on the Frankfurt Stock Exchanges, segment *General Standard* and on the Warsaw Stock Exchanges.

THE CURRENT ORGANISATIONAL STRUCTURE

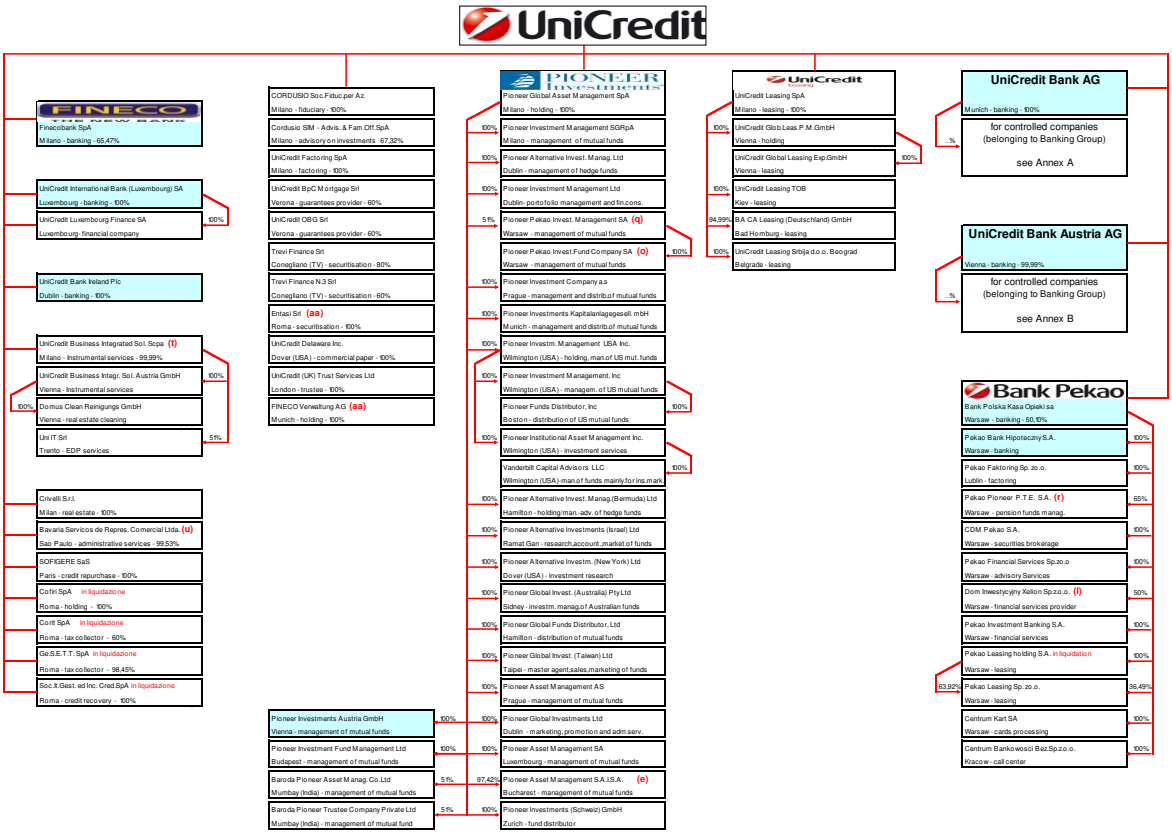
UniCredit is the parent company of the UniCredit Group and, in addition to banking activities, it carries out organic policy, governance and control functions in respect of its subsidiary banking, financial and instrumental companies.

UniCredit, as a bank which undertakes management and co-ordination activities for the UniCredit Group, pursuant to Article 61 of the Banking Law issues, when exercising the management and co-ordination activities, instructions to the other members of the banking group in respect of the fulfilment of the requirements laid down by the supervisory authority in the interest of the banking group's stability.

The following diagram illustrates the banking group companies as at March 2016:

1 The squeeze-out is the process whereby a pool of shareholders owning at a certain amount of a listed company's shares (in Germany 95 per cent and in Austria 90 per cent) exercises its right to "squeeze out" the remaining minority of shareholders from the company paying them an adequate compensation

Banking Group (cod. 2008.1)



Companies belonging to the Banking Group

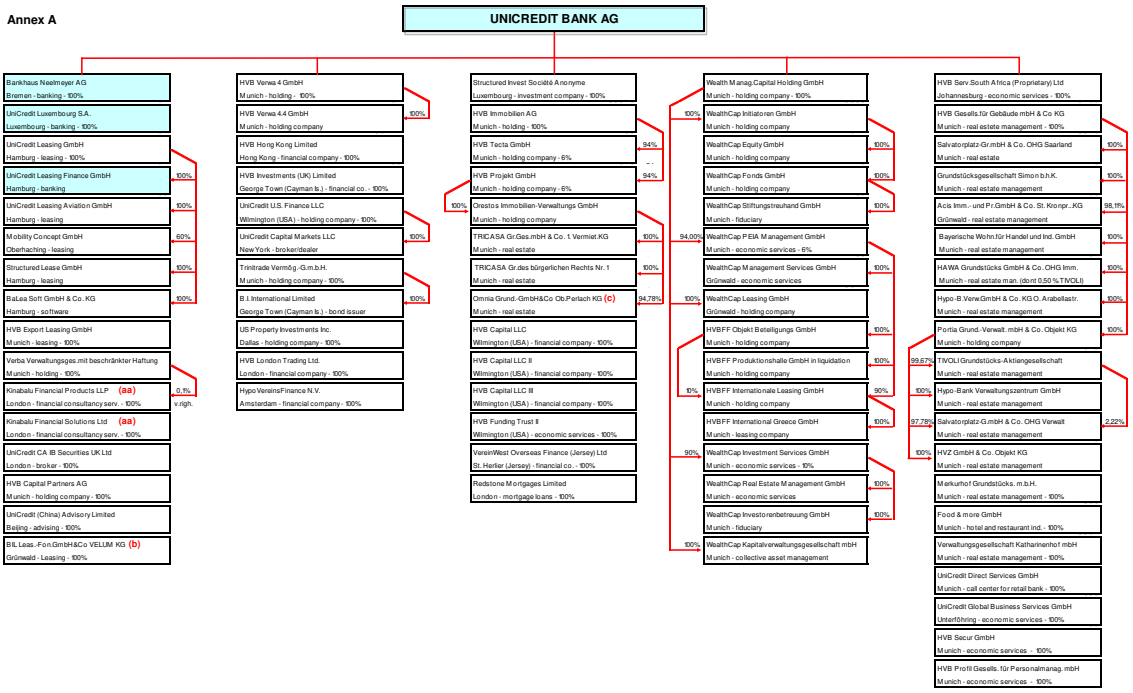
banking
financial
instrumental

Updated

January 15th 2016

(e) 2,575% held by UNICREDIT BANK SA (l) 50% owned directly by UniCredit SpA (o) in Polish: Pioneer Pekao TFI SA (q) 49% held by Bank Pekao SA (r) 35% held by Pioneer Global Asset Management SpA (t) Other companies belonging to UniCredit Group and third parties hold 10/20 shares of the company (u) 0,47% held by UniCredit Delaware Inc (aa) under liquidation process
(z) Requested to Bank of Italy the inclusion in the Banking Group

Annex A



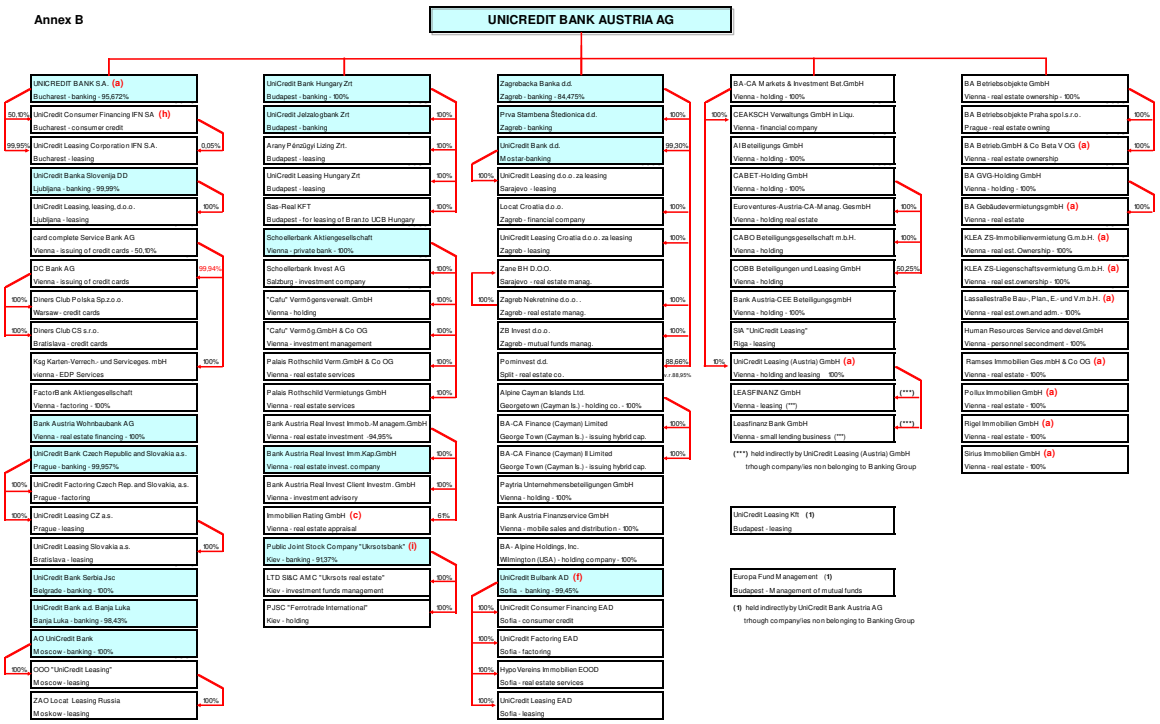
(b) Voting rights held by UCB AG (33,33%) and by BIL Leasing-Fonds Verwaltungs GmbH (33,33%) (c) 5,22% held by WealthCap Leasing GmbH (aa) under liquidation process
(z) Requested to Bank of Italy the inclusion in the Banking Group

Companies belonging to the Banking Group

banking
financial
instrumental

Updated
January 15th 2016

Annex B



(a) % considering shares held by other Companies controlled by BA (c) 19% held by BA and 19% held by UniCredit Leasing (Austria) GmbH (f) 0,004% held by Unicredit SpA (h) 49,9% held by UniCredit SpA (i) 8,44% held by UniCredit SpA
(z) Requested to Bank of Italy the inclusion in the Banking Group

Companies belonging to the Banking Group

banking
financial
instrumental

Updated
January 15th 2016

PRINCIPAL SHAREHOLDERS

As at 29 March 2016, UniCredit share capital, fully subscribed and paid-up, amounted to €20,298,341,840.70 and comprised 5.981.652.148 shares without nominal value, of which 5.979.171.471 are ordinary shares and 2.480.677 are savings shares. UniCredit ordinary shares are listed on the Italian, German and Polish regulated markets. The shares traded on these markets have the same characteristics and confer the same rights on the holder. UniCredit savings shares (shares without voting rights and with preferential economic rights) are only listed on the Italian regulated market.

As at 29 March 2016, according to available information, the main shareholders holding, directly or indirectly, a relevant participation in the Issuer were:

Main Shareholders	**Ordinary Shares**	**%[2]**
Aabar Luxembourg S.a.r.l.	301,280,851	5.039%
BlackRock Inc.	298.540.983	4,993%[3]
Fondazione Cassa di Risparmio Verona, Vicenza, Belluno e Ancona	206,864,640	3.460%
Central Bank of Libya	174,765,354	2.923%[4]
Fondazione Cassa di Risparmio di Torino	150,467,668	2.517%[5]

According to Clause 5 of UniCredit's Articles of Association, no one entitled to vote may vote, for any reason whatsoever, for a number of shares exceeding 5 per cent. of the share capital bearing voting rights.

For the purposes of computing said threshold, one must take into account the global stake held by the controlling party, (be it a private individual, legal entity or company), all subsidiaries – both direct and indirect – and affiliates, as well as those shares held through trustee companies and/or third parties and/or those shares whose voting rights are attributed for any purpose or reason to a party other than their owner; those shareholdings included in the portfolios of mutual funds managed by subsidiaries or affiliates, on the other hand, must not be taken into consideration.

No individual or entity controls the Issuer within the meaning provided for in Article 93 of the Financial Services Act, as amended.

MANAGEMENT

Board of Directors

The board of directors (the "**Board**" or the "**Board of Directors**") is responsible for the strategic supervision and management of UniCredit and the Group and it may delegate its powers to the Chief Executive Officer and other Board members.

---

[2] On ordinary share capital at the date of 25 March 2016.

[3] Non-discretional asset management.

[4] Such percentage was given before the coming into effect of the change in sec. 120, sub-sec. 2, of the TUF, as a consequence of Legislative Decree no. 25/2016.

[5] Such percentage was given before the coming into effect of the change in sec. 120, sub-sec. 2, of the TUF, as a consequence of Legislative Decree no. 25/2016.

The Board is elected by UniCredit shareholders at a general meeting for a three financial year term, unless a shorter term is established upon their appointment, and Directors may be re-elected. Under UniCredit by-laws, the Board is composed of between a minimum of nine and a maximum of twenty-four Directors.

The Board of Directors currently in office was appointed by the UniCredit Ordinary Shareholders' Meeting on 13 May 2015 for a term of three financial years and is composed of 17 members. The term in office of the current members of the Board will expire on the date of the Shareholders' Meeting called to approve the financial statements for the financial year ending 31 December 2017.

The following table sets forth the current members of UniCredit Board of Directors.

Name[6]	**Position**
Giuseppe Vita [1]	Chairman
Vincenzo Calandra Buonaura [1]	Deputy Vice Chairman
Luca Cordero di Montezemolo [2]	Vice Chairman
Fabrizio Palenzona [1]	Vice Chairman
Federico Ghizzoni [1 - 3]	Chief Executive Officer
Mohamed Hamad Al Mehairi [2 - 4]	Director
Manfred Bischoff [1]	Director
Cesare Bisoni [2]	Director
Henryka Bochniarz [2]	Director

6 Notes:

(1) Director that does not meet the independence requirements pursuant to Clause 20 of the Articles of Association and Section 3 of the Corporate Governance Code.

(2) Director that meets the independence requirements pursuant to Clause 20 of the Articles of Association, Section 3 of the Corporate Governance Code and Section 148 of the Financial Services Act.

(3) Director that does not meet the independence requirements pursuant to Section 148 of the Financial Services Act.

(4) Director co-opted by the Board on 15 October 2015 in place of Mr. Mohamed Badawy Al-Husseiny who resigned effective as of 15 October 2015.

The business address for each of the foregoing Directors is UniCredit S.p.A.'s head office.

Name[6]	Position
Alessandro Caltagirone [2]	Director
Helga Jung [1 - 3]	Director
Lucrezia Reichlin [2]	Director
Clara-C. Streit [2]	Director
Paola Vezzani [2]	Director
Alexander Wolfgring [2]	Director
Anthony Wyand [1]	Director
Elena Zambon [2]	Director

Board of Statutory Auditors

The Board of Statutory Auditors currently in office was appointed by the UniCredit Ordinary Shareholders' Meeting on 14 April 2016 for a term of three financial years and its members may be re-elected.

The term in office of the current members of the Board of Statutory Auditors will expire on the date of the Shareholders' Meeting called to approve the financial statements for the financial year ending 31 December 2018.

Taking into account the changes occurred in the controlling body composition after the above Shareholders' Meeting of 14 April 2016, the name and position of the current permanent and alternative members of the Board of Statutory Auditors of UniCredit are set out in the following table:

Name	Position
Pierpaolo Singer	Chairman
Angelo Rocco Bonissoni	Permanent Auditor
Enrico Laghi	Permanent Auditor
Benedetta Navarra	Permanent Auditor

Maria Enrica Spinardi	Permanent Auditor
Guido Paolucci	Alternative Auditor
Paola Marres	Alternative Auditor
Antonella Bienintesi	Alternative Auditor
Maria Francesca Talamonti	Alternative Auditor

External Auditors

UniCredit's annual financial statements must be audited by external auditors appointed by its shareholders, under reasoned proposal by UniCredit's Board of Statutory Auditors. The shareholders' resolution and the Board of Statutory Auditors' reasoned proposal are communicated to CONSOB. The external auditors examine UniCredit's annual financial statements and issue an opinion regarding whether its annual financial statements comply with the IAS/IFRS issued by the International Accounting Standards Board as endorsed by the European Union governing their preparation; which is to say whether they are clearly stated and give a true and fair view of the financial position and results of the Group. Their opinion is made available to UniCredit's shareholders prior to the annual general shareholders' meeting.

Since 2007, following a modification of Legislative Decree No. 58 of 24 February 1998 (the "**Financial Services Act**"), listed companies may not appoint the same auditors for more than nine years.

At the ordinary and extraordinary shareholders' meeting of UniCredit held on 11 May 2012, Deloitte & Touche S.p.A. ("**Deloitte**") has been appointed to act as UniCredit's external auditor for the 2013-2021 nine-year period, pursuant to Article 13, paragraph 1, of Legislative Decree no. 39/2010 and to CONSOB Communication 97001574 dated 20 February 1997.

Deloitte is a company incorporated under the laws of Italy, enrolled with the Companies' Register of Milan under number 03049560166 and registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) maintained by Minister of Economy and Finance effective from 7 June 2004 with registration number no: 132587, having its registered office at via Tortona 25, 20144 Milan, Italy.

THE CREDIT POLICY

Process

The disbursement process relating to a loan has evolved during the years, to keep pace with the evolution and the reorganisation of the various UniCredit divisions.

Notwithstanding the amendments introduced during the years to meet business requirements, the process envisages the following phases:

- estimate and instruction;
- database searches;
- evaluation, decision, documentary validation;
- collection and filing of documents;
- settlement.

Estimate and instruction

During this phase, the intermediary holds a preliminary interview with the applicant/s to provide the applicant/s with the information on the procedure to be followed to be granted a loan, process an estimate and analyse whether to submit the application for the evaluation.

In case of acceptance of the estimate by the applicant/s the intermediary proceeds to instruct the application.

The instruction of the application is a delicate time in the context of the process since the data gathered will constitute the basis of the further processing steps.

The activities carried out in this phase consist of:

- gathering of the relevant signatures required under the Italian personal data protection laws;
- requesting information relating to the applicant/s, individually or jointly with the guarantors, if any, in order to complete the registration of personal details;
- requesting information relating to the employment held or the activity carried out by the applicant/s, individually or jointly with the guarantors, if any;
- entering into the system the selected product.

Database searches

Internal and external database search forms an integral part of the credit process.

Automatic access to the Credit Bureaux enables the acquisition of behavioural information (applicants' repayment capability history and indebtedness patterns available on the network of credit institutions adhering to the Databases Network) by accessing the records of the Credit Information Systems (*Sistemi d'Informazione Creditizia (SIC)*).

The search, in addition, enables the enhancement of the credit information gathered with respect to the applicant/s, the evaluation of its indebtedness and the identification of the cases in which negative results prevent the granting of a loan.

Evaluation, decision, documentary validation

The evaluation, decision and documentary validation phases use computerised instruments and manual operations carried out by bank analysts, depending on the elements emerging from the data entered and the results obtained from the databases.

Such systems:

- verify the existence of inconsistencies in the data fed into the system, also compared to any data already acquired on the applicant/s with respect to previous applications;
- detect any negative records resulting from anti-fraud tools;
- devise the strategies governing the application of credit scoring models and policy rules;
- process credit scoring models and calculate the acceptance score on the basis of the social-demographic information relating to the applicant/s and the characteristics of the applied-for financial plan;
- evaluate the most significant records resulting from the search of the various database available;
- automatically verify that the policies fed in the system comply with the credit policies of the bank;
- with respect to each loan application, generate a rating class that summarise the two previous items;
- detect fraud risk by taking into consideration both the channel and client risk;
- highlight analysts clarification requests.

The bank sets up the systems in such a way that if certain circumstances arise, the instruction process is halted and the application is submitted to the attention of a Unicredit analyst.

This may occur:

- in case of database or anti-fraud tools inconsistencies and/or dubious records: in this case the analyst shall verify the alerts produced by the systems and enter in the system the results of his/her evaluations in order to enable the progress of the application;
- in case of applications in respect of which, due to internal policy, the bank deems they have to be manually processed: in this case the analyst shall decide upon the final outcome of the application;
- in case an alert appears on the basis of parameters entered into the system to evaluate client and channel risk against the application submitted by the analyst: in this phase the analyst shall examine in more detail the documents to confirm the correctness and consistency of the data and to carry out anti-fraud controls.

Collection and filing of documents

All documents relating to the matter are collected by the intermediary and attached to the file in electronic format, both directly and using an external supplier of the bank: notwithstanding the procedure selected to attach the documents to the file, all documents must be sent to the supplier selected by the bank for the filing of hard copies.

In this phase the intermediary must verify that the data entered into the system in respect of which the processing is being carried out are correct and consistent with the documentation produced.

Settlement

In this phase the loan may be disbursed, by making available to the applicant the amount required or paying the good/service in accordance with the procedures envisaged under the agreement.

THE COLLECTION POLICY

Monitoring and administration

The periodic debit process of loan instalments envisaged under the Servicer's specific procedure produces records in the reports if the account where such debiting occurs does not hold sufficient funds.

Such records are used by the competent UniCredit peripheral commercial structure and by the UniCredit structure which deals with the actions vis-à-vis clients, to carry out preliminary checks and promote any action aimed at curing arrears (it verifies any technical anomalies, the overall behaviour of the defaulting client, etc.).

Upon lapsing of the envisaged term (generally 20 days), having ascertained that there are no system anomalies and if the arrear condition is continuing, central monitoring and administration of the defaults are initiated, also with the assistance of *ad hoc* technological tools and specialised external companies, in several stages depending on the duration of the arrear.

The process of administration and application of the remedies relating to each phase and the duration of each phase does not however depend solely on the number of arrear instalments but on the combination of the number of days of arrear and a trend score (*scoring andamentale*).

A – Direct payment solicitation

It may occur by means of actions of UniCredit internal structures and/or third parties companies specialised in the management of arrears and aims at identifying the reasons for the delay in the payment of the instalments and at curing the arrear (payment of the past due instalments). Direct payment solicitation, in case of a negative outcome, is normally concluded within 105 days of the past due date of the arrear instalment.

B – House collection

Having verified that direct payment solicitation was ineffective and if the arrear is still continuing, the relevant positions are placed, on behalf of the Servicer, under recovery mandate also with other companies specialising in this type of activity.

Recovery mandates have a set term (of at least 45 days) extendable for an additional 30-day period if a repayment plan has been agreed with the client. 2 recovery mandates, aimed at curing the arrear, are envisaged.

C – Administration of Receivables in default

Upon the occurrence of certain circumstances/events which, upon indication of the Servicer's delegate and at the discretion of the Servicer, highlight a worsening of the creditworthiness of the debtor, the receivable shall be classified by the Servicer as a an "unlikely to pay" or "bad loan (*Sofferenza)*" claim, on the basis of the current classification rules used by the Servicer.

The Receivable shall be classified by the Servicer as a "unlikey to pay" when the default of the assigned debtor is due to temporary objectively difficult circumstances whose cure is envisaged in a reasonable period of time.

If the Receivable is classified as a "*Credito in Sofferenza*", the Servicer shall terminate the agreement demanding full payment of all the outstanding amount.

The Servicer, in addition to the correct classification, procures the evaluation of the Receivables and looks after the credit recovery activities in cooperation with its delegates.

In particular, the delegates of the Servicer shall take all the out-of-court and/or judicial initiatives which they will deem practicable and expedient for the administration of the relevant Receivables, in accordance with the procedures described below. It shall analyse in detail the documentation relating to the relevant Receivable received by the Servicer and shall upload all details relating to the matter into its management system.

The manager of the delegates of the Servicer shall attempt a first contact with the client, to ascertain whether the client is reachable, by way of a telephone call or letter or other suitable means, including personal contacts. Within a set deadline, an external consultant/third party company, selected in accordance with pre-set criteria, may be appointed to assist the internal manager. The activity of such external consultant is put under the strict control of the internal manager. Such appointment shall normally have a duration of 60 days, extendable, if necessary, and upon the expiry of which shall be replaced by another consultant/third party company.

The manager of the delegates of the Servicer, also using the external consultants/third party companies, shall endeavour to sort out the matter through out-of-court activities, on the basis of negotiations with the assigned debtor with respect to his/her debt repayment in accordance with the powers granted and as agreed with the Servicer.

The proposal for the settlement of the claim shall be therefore formulated by the manager of the delegates of the Servicer in accordance with the powers vested upon the delegate under the Servicing Agreement.

The proposal so formulated shall be subject to a resolution by the competent body of Servicer's delegate, on the basis of the proxy system envisaged by the Servicer's delegate itself, and the outcome of the decision shall be then communicated to the assigned debtor.

If the proposal is accepted by the competent body, the data relating to the new agreed amortisation plan shall be uploaded into the managing system, in order to allow monitoring thereof. If the assigned debtor fails to make the payments of the instalments due in accordance with the negotiated arrangement, as indicated by the managing system, the resolution will be voided.

If the decision of the competent body in relation to the proposal is, on the other hand, negative and no alternative negotiated solutions are reached, legal actions shall be undertaken if deemed expedient or convenient with the notification of the order and consequential attachment, including at the premises of third parties, in accordance with the applicable rules of law. With respect to the judicial activities, the Servicer's delegate shall use external legal advisors chosen by it provided that they have proven experience in credit recovery legal activity and use the same management system enabling a timely monitoring of such legal activity.

In any case, even pending the relevant legal activities, any initiative including out-of-court ones, shall be attempted in order to recover a claim with the purpose of maximising recoveries whilst minimising costs.

Once all activities and recovery attempts with the clients have proven ineffective and, in the opinion of the Servicer's delegate no other actions to recover the due amount are feasible, the Servicer's delegate shall proceed with the sale of the Receivable, in compliance with and subject to the conditions set out under the Servicing agreement.

The conclusion of the judicial and/or out-of-court procedure is reached by means of either the collection of the sums realised or, in case of negative outcome, the mere termination of the appointment.

In any case the Servicer's delegate will communicate to the Servicer whether the Receivable was recovered in full or in part Receivable or the impossibility or non convenience of further judicial or out-of-court activities.

Any full or partial write off shall be subject to a resolution of the competent body of the Servicer.

D – Transfer of the Receivables

Finally, in accordance with and subject to the Servicing agreement, having regard to market conditions, economic sustainability and recovery prospects – subject to the Issuer's authorisation – the Servicer is entitled to transfer the relevant receivable in arrear regardless of its classification.

THE ISSUER

Introduction

The Issuer is a special purpose vehicle for the purpose of issuing asset-backed securities which was incorporated in the Republic of Italy pursuant to the Securitisation Law on 16 July 2015 as a *società a responsabilità limitata unipersonale* under the name "Consumer Three S.r.l.". The Issuer's by-laws provides for termination of the same on 31 December 2100. The registered office of the Issuer is at Piazzetta Monte, 1, 37121 Verona, Italy the fiscal code, VAT code and enrolment number with the companies register of Treviso is 04751450265. The Issuer is registered in the register of special purpose vehicles held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 1 October 2014. The Issuer's telephone number is +390696677210. The Issuer has no employees and no subsidiaries.

The authorised and issued quota capital of the Issuer is €10,000 fully paid up and entirely held by SVM Securitisation Vehicles Management S.r.l., an Italian *società a responsabilità limitata* with sole quotaholder, whose quota capital is wholly owned by Stichting Cima, a Dutch foundation (*stichting*) incorporated under the laws of The Netherlands.

Since the date of its incorporation, the Issuer has not commenced operations other than those incidental to its incorporation, authorising the issue of the Notes and the entering into the documents referred to in this Prospectus and matters which are incidental or ancillary to the foregoing.

The Issuer has not declared or paid any dividends or, save as otherwise described in this Prospectus, incurred any indebtedness.

Issuer's principal activities

The principal corporate object of the Issuer, as set out in article 3 of its by-laws (*statuto*), include the acquisition of monetary receivables for the purposes of securitisation transactions (*operazioni di cartolarizzazione*) and the issuance of asset-backed securities.

The Issuer was established as a multi-purpose vehicle and accordingly it may carry out further securitisation transactions in addition to the Securitisation subject to the provisions set forth in Condition 5 (*Covenants*).

Condition 5 (*Covenants*) provides that, so long as any of the Notes remain outstanding, the Issuer shall not, unless with the consent of the Representative of the Noteholders and as provided in the Conditions and the Transaction Documents, incur any other indebtedness for borrowed monies (except in relation to any further securitisation carried out in accordance with the Transaction Documents) engage in any activities (other than acquiring and holding the assets on which the Notes are secured, issuing the Notes and entering into the Transaction Documents to which it is a party or entering into further permitted securitisations), pay any dividends, repay or otherwise return its quota capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person (otherwise than as contemplated in the Conditions or in the Intercreditor Agreement), or increase its share capital.

The Issuer will covenant in the Intercreditor Agreement to observe, *inter alia*, those restrictions which are detailed in Condition 5 (*Covenants*).

Directors of the Issuer

The current directors of the Issuer are:

Chairman of the board of directors	Andrea Fantuz, an employee of FISG S.r.l., a limited liability company with sole quotaholder providing services related to securitisation transactions. The domicile of Andrea Fantuz, in his capacity of chairman of the board of directors of the Issuer, is at Piazzetta Monte, 1, 37121, Verona, Italy.
Director	Giovanna Pujatti, an employee of Securitisation Services S.p.A., a company providing services related to securitisation transactions. The domicile of Giovanna Pujatti, in her capacity of director of the Issuer, is at Piazzetta Monte, 1, 37121, Verona, Italy.
Director	Paolo Gabriele, an employee of FISG S.r.l., a limited liability company with sole quotaholder providing services related to securitisation transactions. The domicile of Paolo Gabriele, in his capacity of director of the Issuer, is at Piazzetta Monte, 1, 37121, Verona, Italy.

The Quotaholder's Agreement

Pursuant to the terms of the Quotaholder's Agreement entered into on or about the Issue Date, between, *inter alios*, the Issuer, the Quotaholder, the Originator and the Representative of the Noteholders, the Quotaholder has agreed, *inter alia*, not to amend the by-laws (*statuto*) (other than as otherwise (a) required by any applicable law or by the Bank of Italy, or (b) necessary (i) to correct any formal or technical manifest error, (ii) to transfer the registered office of the Issuer within the Republic of Italy, or (iii) to extend the termination date of the Issuer) of the Issuer and not to pledge, charge or dispose of the quotas (save as set out below) of the Issuer without the prior written consent of the Representative of the Noteholders. The Quotaholder's Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and will be construed in accordance with, Italian law.

The Issuer believes that the provisions of the Quotaholder's Agreement and of the other Transaction Documents are adequate to ensure that the participation by the Quotaholder in the quota capital of the Issuer is not abused.

Accounts of the Issuer and accounting treatment of the Portfolio

Pursuant to Bank of Italy regulations, the accounting information relating to the securitisation of the Receivables will be contained in the explanatory notes to the Issuer's accounts (*Nota Integrativa*). The explanatory notes, together with the balance sheet and the profit and loss statements, form part of the financial statements of Italian limited liability companies (*società a responsabilità limitata*).

The fiscal year of the Issuer begins on 1 January of each calendar year and ends on 31 December of the same calendar year with the first fiscal year ending on 31 December 2015.

Capitalisation and indebtedness statement

The capitalisation of the Issuer as at the date of this Prospectus, adjusted for the issue of the Notes, is as follows:

Quota capital	**Euro**
Issued, authorised and fully paid up quota capital	10,000
Loan capital (Securitisation)	**Euro**
€3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040;	3,015,000,000
€1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040;	1,062,353,969
Total loan capital (Euro)	4,077,353,969
Total capitalisation and indebtedness (Euro)	4,077,363,969

Subject to the above, as at the date of this Prospectus, the Issuer has no borrowings or indebtedness in respect of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Financial statements

The Issuer's accounting reference date is 31 December in each year. As at the date of this Prospectus, no financial statements are available and no auditors have been appointed.

Copy of the financial statements of the Issuer for each financial year since the Issuer's incorporation may be inspected and obtained free of charge during usual business hours at the specified offices of the Issuer and the Representative of the Noteholders.

.

THE REPRESENTATIVE OF THE NOTEHOLDERS, THE CALCULATION AGENT AND THE BACK-UP SERVICER FACILITATOR

Securitisation Services S.p.A. is a company incorporated under the laws of the Republic of Italy as a società per azioni, share capital of Euro 1,595,055.00 fully paid up, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso number 03546510268, currently registered under number 31816 in the general register and in the special register held by the Bank of Italy pursuant to, respectively, articles 106 and 107 of the Consolidated Banking Act (in the previous formulation), subject to the activity of direction and coordination (soggetta all'attività di direzione e coordinamento) pursuant to article 2497 of the Italian civil code of Banca Finanziaria Internazionale S.p.A.

Securitisation Services S.p.A. is an independent financial services organization specialized in managing and monitoring securitisations, covered bonds and structured finance transactions; in particular, Securitisation Services S.p.A. acts as servicer, corporate servicer, calculation agent, programme administrator, cash manager, representative of the noteholders, back-up servicer, back-up servicer facilitator, back-up calculation agent in several structured finance deals.

In the context of this Securitisation, Securitisation Services S.p.A. acts as Calculation Agent, Representative of the Noteholders and Back-Up Servicer Facilitator.

Securitisation Services S.p.A. is subject to the auditing activity of Deloitte & Touche S.p.A.

THE PRINCIPAL PAYING AGENT AND THE ADDITIONAL ACCOUNT BANK

BNP Paribas Securities Services, a wholly-owned subsidiary of the BNP Paribas Group, is a leading global custodian and securities services provider backed by a strong universal bank. It provides integrated solutions to all participants in the investment cycle including the buy-side, sell-side, corporates and issuers.

The bank has a local presence in 34 countries across five continents, effecting global coverage of more than 100 markets.

At December 2015 BNP Paribas Securities Services has USD 8,770 billion of assets under custody, USD 2,074 billion assets under administration. BNP Paribas Securities Services has 10,381 administered funds and 9,500 employees.

BNP Paribas Securities Services, Milan Branch shall act as Additional Account Bank and Principal Paying Agent pursuant to the Cash Allocation Management Payments Agreement.

The information contained herein relates to and has been obtained from BNP Paribas Securities Services. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of BNP Paribas Securities Services since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

USE OF PROCEEDS

The total proceeds of the issue of the Notes are expected to be Euro 4,077,353,969 and will be applied by the Issuer to pay to the Originator the Purchase Price for the Initial Portfolio in accordance with the Receivables Purchase Agreement related to the Initial Portfolio and the Purchase Price for the Second Portfolio and any Further Portfolio in accordance with the Master Receivables Purchase Agreement.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is a summary of certain features of those agreements and is qualified by reference to the detailed provisions of the Transaction Documents. Prospective Noteholders may inspect copies of the Transaction Documents upon request at the specified office of each of the Representative of the Noteholders and the Principal Paying Agent.

1. THE RECEIVABLES PURCHASE AGREEMENT RELATED TO THE INITIAL PORTFOLIO

On 7 August 2015, the Originator and the Issuer entered into the Receivables Purchase Agreement related to the Initial Portfolio, pursuant to which the Originator has assigned and transferred to the Issuer, without recourse (*pro soluto*), all of its rights, title and interest in and to the Initial Portfolio.

The Purchase Price for the Initial Portfolio payable pursuant to the Receivables Purchase Agreement related to the Initial Portfolio is equal to the aggregate of the Individual Purchase Prices of the Receivables comprised in the Initial Portfolio. The Individual Purchase Price for each Receivable is equal to the aggregate amount of all Principal Instalments due from the Valuation Date under the relevant Loan Agreement, plus the interest accrued but unpaid as at the Valuation Date. Under the Receivables Purchase Agreement related to the Initial Portfolio, the Purchase Price for the Receivables is payable by the Issuer to the Originator on the Issue Date, provided that the transfer notification formalities required by clause 8.1.1 of the Receivables Purchase Agreement related to the Initial Portfolio have been completed.

The Originator has sold to the Issuer, and the Issuer has purchased from the Originator, the Receivables comprised in the Portfolio, which meet the Criteria, described in detail in the section headed "*The Portfolio*". The sale of the Portfolio was made in accordance with article 58, subsections 2, 3 and 4 of the Consolidated Banking Act (as provided by article 4 of the Securitisation Law). Notice of the transfer was published in the *Gazzetta Ufficiale della Repubblica Italiana, Parte Seconda,* number 93 of 13 August 2015 and was registered in the companies register of Verona on 11 August 2015.

The Receivables Purchase Agreement related to the Initial Portfolio contains a number of undertakings by the Originator in respect of its activities relating to the Receivables. The Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the Receivables which may prejudice the validity or recoverability of any Receivable or adversely affect the benefit which the Issuer may derive from the Receivables and in particular not to assign or transfer the Receivables to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Receivables. The Originator has also undertaken not to modify or cancel any term or condition of the Loan Agreement or any document to which it is a party relating to the Receivables which may prejudice the Issuer's rights to the Receivables or the then current rating of the Senior Notes, save in the event such modifications or cancellations are provided for by the Transaction Documents or required by law.

The Receivables Purchase Agreement related to the Initial Portfolio and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian law.

The Receivables Purchase Agreement related to the Initial Portfolio has been amended on 9 December 2015 and on 9 March 2016

Further, the Receivables Purchase Agreement related to the Initial Portfolio has been partially terminated (with reference to certain Receivables) pursuant to the terms of a first partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio on 24 March 2016 and pursuant to the terms of a second partial termination agreement of the Receivables Purchase Agreement related to the Initial Portfolio on 12 April 2016.

2. THE SERVICING AGREEMENT

On 7 August 2015, the Issuer and the Originator entered into the Servicing Agreement (subsequently amended on 9 March 2016), pursuant to which the Issuer has appointed UniCredit S.p.A. as Servicer of the Receivables. The receipt of the Collections is the responsibility of the Servicer acting as agent (*mandatario*) of the Issuer. Under the Servicing Agreement, the Servicer shall credit on a daily basis any amounts collected from the Receivables to the Interim Collection Account. The Servicer will also act as the *soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento* pursuant to the Securitisation Law. In such capacity, the Servicer shall also be responsible for ensuring that such operations comply with the provisions of articles 2.3, letter (c), and 2.6-*bis* of the Securitisation Law.

The Servicer will also be responsible for carrying out, on behalf of the Issuer, in accordance with the Servicing Agreement and the Collection Policy, any activities related to the management, enforcement and recovery of the Defaulted Receivables. The Servicer shall be entitled to delegate such activities to doBank S.p.A., provided that the Servicer shall remain fully liable *vis-à-vis* the Issuer for the performance of any activity so delegated. The Servicer is entitled to delegate, to one or more companies fulfilling the prerequisites set forth in the Servicing Agreement, certain activities entrusted to it as Servicer pursuant to the Servicing Agreement. The Servicer will remain directly responsible for the performance of all duties and obligations delegated to any such company and will be liable for the conduct of all of them.

The activities to be carried out by the Servicer include also the processing of administrative and accounting data in relation to the Receivables and the management of such data. The Servicer has represented to the Issuer that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement.

The Servicing Agreement further provides for the possibility for the Servicer to renegotiate the Receivables and the Loan Agreements subject to certain limitations specified in the Servicing Agreement.

In return for the services provided by the Servicer, the Issuer will pay to the Servicer on each Payment Date, in accordance with the applicable Priority of Payments:

(i) for the management, collection and administration of the Receivables: (i) until the date of termination of the Revolving Period, an amount equal to the 0.20% *per annum* (excluding VAT, if applicable) of the Outstanding Principal of the Receivables not classified as Defaulted Receivables or Delinquent Receivables as at the last day of the Quarterly Collection Period immediately preceding the Calculation Date falling prior to the relevant Payment Date, and (ii) starting from the date of termination of the Revolving Period, 0.20% *per annum* (excluding VAT, if applicable) of the Outstanding Principal of the Receivables not classified as Defaulted Receivables or Delinquent Receivables as at

the last day of the Quarterly Collection Period immediately preceding the Calculation Date falling prior to the relevant Payment Date;

(ii) for the recovery of the Defaulted Receivables and the Delinquent Receivables, a fee equal to 0.20% (excluding VAT, if applicable) of the amounts recovered on the relevant receivables during the immediately preceding Quarterly Collection Period plus a fee equal to 0.20% *per annum* (excluding VAT, if applicable) of the Outstanding Principal of the Defaulted Receivables and the Delinquent Receivables as at the last day of the Quarterly Collection Period immediately preceding the Calculation Date falling prior to the relevant Payment Date.

(iii) an annual fee of Euro 5,000.00 (including VAT, if applicable) for the monitoring and reporting activity carried out by the Servicer.

The Servicer has undertaken to prepare and submit to the Issuer quarterly reports containing, a summary of the performance of the Master Portfolio, a detailed summary of the status of the Receivables and a report on the level of collections in respect of principal and interest on the Master Portfolio, for delivery to, *inter alios*, the Issuer, the Calculation Agent and the Representative of the Noteholders.

The Issuer has undertaken to appoint a back-up servicer if (i) the long-term rating of the Servicer's unsecured, unguaranteed and unsubordinated debt obligations falls below "Baa3" by Moody's, or (ii) if the short-term rating of the Servicer's unsecured, unguaranteed and unsubordinated debt obligations falls below "P-3" by Moody's within 30 calendar days from such downgrading or immediately if the Servicer ceases to have a rating assigned by Moody's. The appointment of the back-up servicer shall be notified in advance by the Servicer or by the Issuer to the Rating Agencies.

The Issuer may terminate the Servicer's appointment and appoint a successor servicer if certain events occur (each a "**Servicer Termination Event**"). The Servicer Termination Events include the following events:

(a) failure on the part of the Servicer to deposit or pay any amount required to be paid or deposited, which failure continues unremedied for 10 Business Days after the due date thereof and cannot be attributed to force majeure;

(b) failure on the part of the Servicer to observe or perform any of its obligations under the Servicing Agreement or any other Transaction Document to which it is a party, and the continuation of such failure for a period of 10 Business Days following receipt by the Servicer of written notice from the Issuer or the Representative of the Noteholders;

(c) any of the representations and warranties given by the Servicer, pursuant to the Servicing Agreement, has been proved to be untrue, false or deceptive in any material respect and such default is materially prejudicial to the Issuer or the Noteholders;

(d) an Insolvency Event occurs with respect to the Servicer;

(e) the Servicer carries out a material change to the offices and/or the services involved in the management of the Receivables and/or the fulfilment of the obligations undertaken by it in the Servicing Agreement, if such changes may reasonably impair the capability of the Servicer to fulfil its obligations under the Servicing Agreement;

(f) it becomes unlawful for the Servicer to perform or comply with any of its obligations under the Servicing Agreement or the other Transaction Documents to which it is a party, except is the Servicer promptly implement satisfactory measures in order to keep performing its activities in compliance with all applicable laws;

(g) the Servicer is or will be unable to meet the current or future legal requirements and the Bank of Italy's regulations for entities acting as servicers in the context of a securitisation transaction.

The Servicing Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

3. **THE CORPORATE SERVICES AGREEMENT**

On 7 August 2015, the Issuer, the Corporate Servicer and the Representative of the Noteholders entered into the Corporate Services Agreement pursuant to which the Corporate Servicer has agreed to provide certain corporate administration and management services to the Issuer in relation to the Securitisation.

The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

4. **RECEIVABLES REPURCHASE AGREEEMENT**

On 25 February 2016, the Issuer and the Originator entered into the Receivables Repurchase Agreement, pursuant to which the Issuer has assigned and transferred to the Originator certain Receivables comprised in the Initial Portfolio.

The Receivables Repurchase Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

5. **THE MASTER RECEIVABLES PURCHASE AGREEMENT**

On 9 March 2016, the Issuer and the Originator entered into the Master Receivables Purchase Agreement, pursuant to which the Originator has assigned and transferred to the Issuer, without recourse (*pro soluto*), all of its rights, title and interest in and to the Second Portfolio. For long as no Trigger Notice or Purchase Termination Notice has been delivered, on each Offer Date the Originator may offer for sale to the Issuer, which, subject to the conditions set out in the paragraph "*Conditions for the purchase of Further Portfolios*" of the section "*The Master Portfolio*" above having been met, shall agree to purchase from the Originator, on a quarterly basis during the Revolving Period, Further Portfolios, pursuant to the terms of the Receivables Purchase Agreement.

The Master Portfolio includes, and any Further Portfolio may include, Receivables which have already come into existence as at the relevant Offer Date (the "**Existing Receivables**") and Receivables arising from additional disbursement made under the relevant Loan Agreement where permitted thereunder (the "**Future Receivables**"). The Future Receivables coming into existence, if any, will be automatically transferred to the Issuer on the relevant Arising Date (if any) under the provisions of the Master Receivables Purchase Agreement and Italian law.

The Receivables comprised in the Second Portfolio purchased on 9 March 2016 have been selected on the basis of (i) certain common objective criteria listed in Schedule 1 to the Master Receivables Purchase Agreement (the "**Common Criteria**") which shall apply to the Second

Portfolio and to any Further Portfolio and (ii) certain further objective criteria listed in Schedule 2 Part A to the Master Receivables Purchase Agreement (the "**Specific Criteria for the Second Portfolio**"). The sale of the Portfolio was made in accordance with article 58, subsections 2, 3 and 4 of the Consolidated Banking Act (as provided by article 4 of the Securitisation Law). Notice of the transfer was published in the *Gazzetta Ufficiale della Repubblica Italiana, Parte Seconda,* number 37 of 26 March 2016 and was registered in the companies register of Verona on 4 April 2016.

The Receivables comprised in any Further Portfolio will be selected on the basis of (i) certain common objective criteria listed in Schedule 1 to the Master Receivables Purchase Agreement (the "**Common Criteria**") which shall apply to the Second Portfolio and to any Further Portfolio and (ii) certain further objective criteria listed in Schedule 2 Part B Specific Criteria to the Master Receivables Purchase Agreement (the "**Specific Criteria for any Further Portfolio**"), which supplement the Common Criteria at the option of the Originator and the Issuer in respect of any Further Portfolio.

The Purchase Price in respect of the Second Portfolio and of each Further Portfolio is equal to the sum of all Individual Purchase Prices of the relevant Receivables. The Individual Purchase Price of the Existing Receivables comprised in the relevant Portfolio will be calculated on the relevant Valuation Date (included); the Individual Purchase Price of the Future Receivables comprised in the relevant Portfolio will be calculated on the relevant Arising Date (included).

The Principal Component of the Purchase Price in respect of the Existing Receivables included in the Second Portfolio will be paid by the Issuer using the proceeds of the issue of the Notes on the later of (i) the Issue Date and (ii) the date falling after the compliance of the formalities provided for under the Master Receivables Purchase Agreement.

The Principal Component of the Purchase Price in respect of the Existing Receivables included in any Further Portfolio will be paid to the Originator on the later of (i) Payment Date falling immediately after the assignment of the relevant Further Portfolio and (ii) the date falling after the compliance in relation to the relevant Further Portfolio of the formalities provided for under the Master Receivables Purchase Agreement and to the extent of the then available Principal Available Funds, in accordance with the then applicable Priority of Payments.

The Other Component of the Purchase Price in respect of the Existing Receivables included in the Second Portfolio and in any Further Portfolio will be paid on each Payment Date subject to the compliance of the formalities provided for under the Master Receivables Purchase Agreement and to the extent of the then Interest Available Funds and subject to and in accordance with the applicable Priority of Payments.

The Principal Component of the Purchase Price and the Other Component of the Purchase Price in respect of the Future Receivables included in the Initial Portfolio and any Further Portfolio will be paid to the Originator on the later of (i) the Payment Date falling immediately after the relevant Arising Date, and (ii) the date falling after the compliance of the formalities provided under the Master Receivables Purchase Agreement to the extent of the then available Issuer Available Funds, in accordance with the then applicable Priority of Payments, provided that during the Revolving Period, no such payment may be made by the Issuer if, on the Calculation Date immediately preceding the relevant Payment Date the Further Portfolio Conditions are not met (irrespective of whether a Further Portfolio has been offered for sale by the Originator on the immediately preceding Offer Date).

In accordance with the Master Receivables Purchase Agreement, the Purchase Price of the Existing Receivables comprised in the Second Portfolio and in any Further Portfolio shall be paid subject to the:

(a) publication of a notice of assignment of the relevant Receivables in the *Gazzetta Ufficiale della Repubblica Italiana*; and

(b) registration of such assignment with the competent Companies' Register.

The Purchase Price of the Future Receivables comprised in the Second Portfolio and in any Further Portfolio shall be paid subject to the:

(a) publication of a confirmation notice of assignment of the relevant Receivables in the *Gazzetta Ufficiale della Repubblica Italiana* (the "**Confirmation Notice**"); and

(b) registration of such confirmation notice with the competent Companies' Register.

The Master Receivables Purchase Agreement contains a number of undertakings by the Originator in respect of its activities relating to the Receivables. The Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the Receivables which may prejudice the validity or recoverability of any Receivable or adversely affect the benefit which the Issuer may derive from the Receivables and in particular not to assign or transfer the Receivables to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Receivables. The Originator has also undertaken not to modify or cancel any term or condition of the Loan Agreements or any document to which it is a party relating to the Receivables which may prejudice the Issuer's rights to the Receivables, save in the event such modifications or cancellations are provided for by the Transaction Documents or required by law.

In addition, under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator:

(a) an option right to repurchase (in whole but not in part), on the Clean-Up Option Date and on any Payment Date thereafter, the outstanding Receivables included in the Master Portfolio, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement;

(b) an option right to repurchase individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement; and

(c) a pre-emption right on the outstanding Receivables included in the Master Portfolio or individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement.

The Master Receivables Purchase Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

The Master Receivables Purchase Agreement has been partially terminated (with reference to certain Receivables) pursuant to the terms of a partial termination agreement of the Master Receivables Purchase Agreement on 12 April 2016.

6. THE WARRANTY AND INDEMNITY AGREEMENT

On 7 August 2015, the Issuer and the Originator entered into the Warranty and Indemnity Agreement (subsequently amended on 9 March 2016), pursuant to which the Originator has given certain representations and warranties in favour of the Issuer in relation to the Receivables and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer that may be incurred in connection with the purchase and ownership of the Receivables.

The Warranty and Indemnity Agreement contains representations and warranties given by the Originator as to matters of law and fact affecting the Originator including, without limitation, that the Originator validly exists as a juridical person, has the corporate authority and power to enter into the Transaction Documents to which it is party and assume the obligations contemplated therein and has all the necessary authorisations therefore.

The Warranty and Indemnity Agreement sets out various representations and warranties in respect of the Receivables including, *inter alia*, that the Receivables comprised in the Initial Portfolio and in each Further Portfolio (i) were valid, in existence and in compliance with the Criteria, and (ii) related to Loan Agreements which had been entered into, executed and performed by the Originator in compliance with all applicable laws, rules and regulations (including the Usury Law).

Pursuant to the Warranty and Indemnity Agreement, the Originator has agreed to indemnify and hold harmless the Issuer, its officers or agents or any of its permitted assigns from and against any and all damages, losses, claims, costs and expenses awarded against, or incurred by such parties which arise out of or result from, *inter alia*, (a) any representations and/or warranties made by the Originator under the Warranty and Indemnity Agreement, being false, incomplete or incorrect; (b) the failure by the Originator to comply with any of its obligations under the Transaction Documents; (c) any amount of any Receivable not being collected as a result of the proper and legal exercise of any right of set-off against the Originator by the relevant Debtor and/or any insolvency receiver of the Originator; (d) the failure of the terms and conditions of any Loan Agreement to comply with the provision of article 1283 or article 1346 of the Italian civil code; or (e) the failure to comply with the provisions of the Usury Law in respect of any interest accrued under the Loan Agreement.

The Warranty and Indemnity Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

7. THE CASH ALLOCATION, MANAGEMENT AND PAYMENTS AGREEMENT

On or about the Issue Date, the Issuer, the Originator, the Servicer, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, the Account Bank, the Additional Account Bank, and the Principal Paying Agent entered into the Cash Allocation, Management and Payment Agreement.

Under the terms of the Cash Allocation, Management and Payment Agreement:

(a) the Account Bank has agreed to establish and maintain, in the name and on behalf of the Issuer, the Interim Collection Account and the Expenses Account, and to provide the Issuer with certain reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of such accounts;

(b) the Additional Account Bank has agreed to establish and maintain, in the name and on behalf of the Issuer, the Collection Account, the Principal Accumulation Account, the Cash Reserve Account, the Renegotiation Reserve Account, the General Account, the Securities Account, and to provide the Issuer with certain reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of such accounts

(c) the Calculation Agent has agreed to provide the Issuer with calculation services;

(d) the Principal Paying Agent has agreed to establish and maintain, in the name and on behalf of the Issuer, the Payments Account and to provide the Issuer with certain payment services together with certain calculation services in relation to the Notes; and

The Issuer may (with the prior approval of the Representative of the Noteholders and prior notice to the Rating Agencies) revoke its appointment of the Calculation Agent by giving not less than three months' written notice. The appointment of the Calculation Agent shall also terminate if: (i) an Insolvency Event occurs in relation to it; or (ii) it is rendered unable to perform its obligations for a period of 60 days by circumstances beyond its control. The Calculation Agent may resign from its appointment, upon giving not less than three months' (or such shorter period as the Representative of the Noteholders may agree) prior written notice of resignation to the Issuer and the Representative of the Noteholders. Such resignation will be subject to and conditional upon a substitute Calculation Agent being appointed by the Issuer, on substantially the same terms as those set out in the Cash Allocation, Management and Payments Agreement.

The Cash Allocation, Management and Payments Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

8. THE INTERCREDITOR AGREEMENT

On or about the Issue Date, the Issuer and the Other Issuer Creditors entered into the Intercreditor Agreement. Under the Intercreditor Agreement provision is made as to the application of the proceeds from collections in respect of the Master Portfolio and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Master Portfolio.

In the Intercreditor Agreement the Other Issuer Creditors have agreed, *inter alia*, to the order of priority of payments to be made out of the Issuer Available Funds. The obligations owed by the Issuer to the Noteholders and, in general, to the Other Issuer Creditors are limited recourse obligations of the Issuer. The Noteholders and the Other Issuer Creditors have a claim against the Issuer only to the extent of the Issuer Available Funds in each case subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

Under the terms of the Intercreditor Agreement, the Issuer has undertaken, following the service of a Trigger Notice, to comply with all directions of the Representative of the Noteholders, acting pursuant to the Conditions, in relation to the management and administration of the Master Portfolio.

The Intercreditor Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

9. THE MANDATE AGREEMENT

On or about the Issue Date, the Issuer and the Representative of the Noteholders entered into the Mandate Agreement under which, subject to a Trigger Notice being served upon the Issuer or upon failure by the Issuer to exercise its rights under the Transaction Documents , the Representative of the Noteholders, acting in such capacity, shall be authorised to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain of the Transaction Documents to which the Issuer is a party.

The Mandate Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

10. THE RENEGOTIATION RESERVE SUBORDINATED LOAN AGREEMENT

Under the terms of the Renegotiation Reserve Subordinated Loan Agreement, the Renegotiation Reserve Subordinated Loan Provider has agreed to make available to the Issuer the Renegotiation Reserve Subordinated Loan for an amount of euro 50,000,000 for the purpose of establishing, on the Issue Date, the Renegotiation Reserve in an amount equal to the Initial Renegotiation Reserve Amount.

Under the provisions of the Renegotiation Reserve Subordinated Loan Agreement, the Issuer may request and the Renegotiation Reserve Subordinated Loan Provider may, in its sole and absolute discretion, agree to an increase of the amount originally committed under the Renegotiation Reserve Subordinated Loan Agreement for the purpose of making available to the Issuer additional amounts.

Each Renegotiation Reserve Subordinated Loan will be repaid by the Issuer in accordance with the Renegotiation Reserve Subordinated Loan Agreement and the applicable Priority of Payments.

The Renegotiation Reserve Subordinated Loan Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

THE ACCOUNTS

The Issuer has opened and, subject to the terms of the Transaction Documents, shall at all times maintain the following accounts and has undertaken to pay to or deposit in, or cause to be paid to or deposited in, as the case may be:

(1) **the Interim Collection Account**:

(a) the Collections and Recoveries from time to time received in accordance with the provisions of the Servicing Agreement;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Interim Collection Account;

(c) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Interim Collection Account;

(2) **the Collection Account**:

(a) any amount standing to the credit of the Interim Collection Account in accordance with the provisions of the Cash Allocation, Management and Payments Agreement;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Collection Account;

(c) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Collection Account;

(3) **the General Account**:

(a) any amount paid by the Originator in accordance with the provisions of the Warranty and Indemnity Agreement;

(b) the proceeds deriving from the sale, if any, of individual Receivables in accordance with the provisions of the Master Receivables Purchase Agreement;

(c) the proceeds deriving from the sale of the Master Portfolio, where permitted in accordance with the Transaction Documents;

(d) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the General Account;

(e) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the General Account;

(f) any amounts received under any Transaction Document and not allocated to any other Account;

(4) **the Principal Accumulation Account**:

(a) any amount representing Issuer Cash Collateral on each Payment Date during the Revolving Period;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Principal Accumulation Account;

(c) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Principal Accumulation Account;

(5) **the Cash Reserve Account**:

(a) on the Issue Date, a portion of the interest component of the Collections received by the Issuer between 1 March 2016 and the Issue Date, in an amount equal to the Initial Cash Reserve Amount, shall be deposited by the Issuer to form the Cash Reserve;

(b) on each Payment Date such an amount as will bring the balance of the Cash Reserve Account up to (but not in excess of) the Cash Reserve Required Amount in accordance with the Priority of Payments;

(c) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Cash Reserve Account;

(d) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Cash Reserve Account;

(6) **the Renegotiation Reserve Account**:

(a) on the Issue Date, the Initial Renegotiation Reserve Amount drawn down under the Renegotiation Reserve Subordinated Loan Agreement;

(b) on each relevant date, in accordance with the Renegotiation Reserve Subordinated Loan Agreement, the amount necessary to replenish the Renegotiation Reserve as to bring the balance of the Renegotiation Reserve Account up to, but not in excess of, the Renegotiation Reserve Required Amount;

(c) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Renegotiation Reserve Account;

(d) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Renegotiation Reserve Account;

(7) **the Payments Account**:

(a) amounts transferred from the Expenses Account, the Interim Collection Account, the Collection Account, the General Account, the Principal Accumulation Account, the Cash Reserve Account and the Renegotiation Reserve Account, in accordance with the provisions of the Cash Allocation, Management and Payments Agreement and the relevant Payments Report;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Payments Account;

(8) **the Expenses Account**:

(a) on the Issue Date the Retention Amount;

(b) on each Payment Date such an amount as will bring the balance of the Expenses Account up to (but not in excess of) the Retention Amount in accordance with the Priority of Payments;

(c) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Expenses Account;

(9) **the Securities Account**:

any securities represented by bonds, debentures, notes or other financial instruments in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

TERMS AND CONDITIONS OF THE SENIOR NOTES

*The following is the text of the terms and conditions of the Senior Notes. In these Senior Notes Conditions, references to the "holder" of a Senior Note and to the "Senior Noteholders" are to the ultimate owners of the Senior Notes, dematerialised and evidenced by book entries with Monte Titoli in accordance with the provisions of (i) article 83-*bis *of the Financial Laws Consolidation Act, and (ii) the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008 and published in the Official Gazette number 54 of 4 March 2008, as subsequently amended and supplemented from time to time. The Senior Noteholders are deemed to have notice of and are bound by, and shall have the benefit of, inter alia, the terms of the Rules of the Organisation of the Noteholders, attached as an Exhibit to, and forming part of, these Senior Notes Conditions.*

The €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 and the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 have been issued by the Issuer on the Issue Date pursuant to the Securitisation Law, to finance the purchase by the Issuer of the Initial Portfolio from the Originator pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and of the Second Portfolio from the Originator pursuant to the Master Receivables Purchase Agreement. As long as no Trigger Notice or Purchase Termination Notice has been delivered and to the extent that each of the Conditions for the Purchase of Further Portfolios is satisfied, the Originator may, on a quarterly basis up during the Revolving Period, pursuant to the terms of the Master Receivables Purchase Agreement, offer Further Portfolios for sale to the Issuer, which, subject to certain conditions set out in the Master Receivables Purchase Agreement having been met, shall agree to purchase such Further Portfolios from the Originator. The purchase of Further Portfolios shall be funded by the Issuer applying Issuer Available Funds on the relevant Payment Date in accordance with the Priority of Payments. The principal source of payment of interest on the Notes and Variable Return on the Junior Notes and of repayment of principal on the Notes will be the Collections and other amounts received in respect of the Master Portfolio and the other Transaction Documents.

Any reference below to a "Class" of Notes or a "Class" of Noteholders shall be a reference to the Senior Notes or the Junior Notes, as the case may be, or to the respective ultimate owners thereof.

1. INTRODUCTION

1.1 *Senior Noteholders deemed to have notice of Transaction Documents*

The Senior Noteholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Transaction Documents (described below).

1.2 *Provisions of Senior Notes Conditions subject to Transaction Documents*

Certain provisions of these Senior Notes Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents.

1.3 *Copies of Transaction Documents available for inspection*

Copies of the Transaction Documents (other than the Subscription Agreements) are available for inspection by the Senior Noteholders during normal business hours at the registered office of the Issuer and the Representative of the Noteholders, both being, as at the Issue Date, Via V. Alfieri, 1, 31015 Conegliano (TV), Italy and at the specified office of the Principal Paying Agent, being, as at the Issue Date, Via Ansperto, 5, 20123 Milan, Italy.

1.4 *Description of Transaction Documents*

1.4.1 Pursuant to the Senior Notes Subscription Agreement, the Sole Lead Manager has agreed to subscribe for the Senior Notes and appointed the Representative of the Noteholders to perform the activities described in the Senior Notes Subscription Agreement, these Conditions, the Junior Notes Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents to which it is a party.

1.4.2 Pursuant to the Junior Notes Subscription Agreement, the Originator has agreed to subscribe for the Junior Notes and appointed the Representative of the Noteholders to perform the activities described in the Junior Notes Subscription Agreement, these Conditions, the Junior Notes Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents to which it is a party.

1.4.3 Pursuant to the Warranty and Indemnity Agreement, the Originator has given certain representations and warranties in favour of the Issuer in relation to the Master Portfolio and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Master Portfolio.

1.4.4 Pursuant to the Servicing Agreement, the Servicer has agreed to administer, service and collect amounts in respect of the Master Portfolio on behalf of the Issuer. The Servicer will be the *soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento* pursuant to the Securitisation Law and will be responsible for ensuring that such transactions comply with the provisions of the applicable law and the Prospectus.

1.4.5 Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide to the Issuer certain services in relation to the management of the Issuer.

1.4.6 Pursuant to the Cash Allocation, Management and Payments Agreement, the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Back-up Servicer Facilitator, the Principal Paying Agent, the Corporate Servicer, the Originator, and the Servicer have agreed to provide the Issuer with certain calculation, notification, reporting and agency services together with account handling and payment services in relation to moneys or securities from time to time standing to the credit of the Accounts. The Cash Allocation, Management and Payments Agreement also contains provisions relating to, *inter alia*, the payment of principal and interest on the Notes and payment of Variable Return on the Junior Notes.

1.4.7 Pursuant to the Intercreditor Agreement, provision is made as to the order of application of Issuer Available Funds and the circumstances under which the Representative of the Noteholders will be entitled to exercise certain of the Issuer's rights in respect of the Master Portfolio and the Transaction Documents.

1.4.8 Pursuant to the Renegotiation Reserve Subordinated Loan Agreement, the Renegotiation Reserve Subordinated Loan Provider has agreed to make available to the Issuer the Renegotiation Reserve Subordinated Loan for an amount up to euro 50,000,000 for the purpose of (i) establishing, on the Issue Date, the Renegotiation Reserve in an amount equal to the Initial Renegotiation Reserve Amount; and (ii) replenishing the Renegotiation Reserve on any date on which a renegotiation of the terms of the relevant

Receivable shall be made in accordance with the terms of the Servicing Agreement and the difference between the Renegotiation Reserve and the Initial Renegotiation Reserve Amount is lower than the Renegotiation Reserve Required Amount.

1.4.9 Pursuant to the Mandate Agreement, the Representative of the Noteholders, subject to a Trigger Notice being served upon the Issuer following the occurrence of a Trigger Event and upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), is authorised to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain Transaction Documents to which the Issuer is a party.

1.4.10 Pursuant to the Quotaholder's Agreement, certain rules have been set forth in relation to the corporate management of the Issuer.

1.4.11 Pursuant to the Master Definitions Agreement, the definitions and interpretation of certain terms and expressions used in the Transaction Documents have been agreed by the parties to the Transaction Documents.

1.5 *Acknowledgement*

Each Senior Noteholder, by reason of holding the Senior Notes acknowledges and agrees that the Sole Lead Manager shall not be liable in respect of any loss, liability, claim, expenses or damages suffered or incurred by any of the Senior Noteholders as a result of the performance by Securitisation Services S.p.A. or any successor thereof of its duties as Representative of the Noteholders as provided for in the Transaction Documents.

2. DEFINITIONS AND INTERPRETATION

2.1 Definition

In these Senior Notes Conditions, the following expressions shall, except where the context otherwise requires and save where otherwise defined, have the following meanings:

"**Account Bank**" means UniCredit S.p.A., or any other person for the time being acting as Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Accounts**" means, collectively, the Collection Account, the Interim Collection Account, the General Account, the Payments Account, the Expenses Account, the Cash Reserve Account, the Renegotiation Reserve Account, the Principal Accumulation Account and the Securities Account, and "**Account**" means any of them as the context requires.

"**Accrued Interest**" means, on any date and in relation to each Receivable, the portion of Interest Instalments accrued up to such date but not yet due and payable.

"**Additional Account Bank**" means BNP Paribas Securities Services, Milan Branch, or any other person for the time being acting as Additional Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Adjustment Purchase Price**" means, in relation to any Receivable erroneously excluded from the Master Portfolio pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to

the Initial Portfolio and the Master Receivables Purchase Agreement, an amount calculated in accordance with such agreements.

"**Arising Date**" the date on which any Future Receivable arises.

"Arrears Ratio" means, on any date, the ratio between the Outstanding Principal of the Receivables classified as Delinquent Receivables and the Outstanding Principal of the Receivables of the Master Portfolio (as of the Cut-Off Date).

"**Business Day**" means any day on which banks are generally open for business in London, Luxembourg and Milan and on which TARGET2 is open.

"**Calculation Agent**" means Securitisation Services S.p.A, or any other person for the time being acting as Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Calculation Date**" means the date falling on the 5th Business Day prior to each Payment Date.

"**Cash Allocation, Management and Payments Agreement**" means the cash allocation, management and payments agreement entered into on or about the Issue Date between the Issuer, the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means UniCredit S.p.A., or any other person for the time being acting as Cash Manager pursuant to the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve**" means the reserve created on the Cash Reserve Account to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 28 A 03479 01600 000802072102), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Amount**" means, at any time, the aggregate of the balance of the amounts standing to the credit of the Cash Reserve Account, net of any interest accrued and paid thereon.

"**Cash Reserve Required Amount**" means:

(i) on the Issue Date, the Initial Cash Reserve Amount; and

(ii) on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Senior Notes, the higher of: 2.0% of the Outstanding Principal of the Senior Notes as of the Calculation Date immediately preceding such Payment Date and Euro 45,000,000; and

(iii) starting from the Payment Date on which the Senior Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, zero.

"**Cash Reserve Usage Amount"** means:

(i) on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Senior Notes, any amount payable under item from (i) to (v) under the Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount and excluding amounts available under item (i) of the Principal Priority of Payments on such Payment Date) are not sufficient on such Payment Date to make such payments in full; and

(ii) starting from the Payment Date on which the Senior Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, the Cash Reserve Amount.

"Class" means a class of the Notes, being the Class A Notes and the Class J Notes, as the context requires, and "**Classes**" shall be construed accordingly.

"**Class A Notes**" means the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 issued by the Issuer on the Issue Date.

"**Class J Notes**" means the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 issued by the Issuer on the Issue Date.

"**Clean Up Option Date**" means any Payment Date on which the Outstanding Principal of the Master Portfolio is equal to or lower than 10% of the lower between (i) the Initial Outstanding Principal of the Master Portfolio calculated as the aggregate Initial Outstanding Principal of each Receivable comprised in the Master Portfolio as at the relevant Valuation Date and (ii) the aggregate of the Individual Purchase Price of each Receivable comprised in the Master Portfolio.

"**Clearstream**" means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg.

"**Collection Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 58 Z 03479 01600 000802072101), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Collection Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of February, May, August and November of each year; and (b) following the delivery of a Trigger Notice any date as determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Collections**" means all amounts received by the Servicer or any other person in respect of the Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables, including the Recovery Amounts and the prepayments.

"**Conditions**" means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions thereof and any reference to a particular numbered Condition shall be construed accordingly.

"**Consecutive Payment Dates**" means two consecutive Payment Dates.

"**CONSOB**" means *Commissione Nazionale per le Società e la Borsa*.

"**Consolidated Banking Act**" means Italian legislative decree number 385 of 1 September 1993, as amended and supplemented from time to time.

"**Corporate Servicer**" means doBANK S.pA., or any other person for the time being acting as Corporate Servicer pursuant to the Corporate Services Agreement.

"**Corporate Services Agreement**" means the corporate services agreement entered into on 7 August 2015 between the Issuer, the Corporate Servicer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"***Credito in Sofferenza***" means each Receivable related to a Loan Agreement classified by the Servicer as "*credito in sofferenza*" pursuant to the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) following the Valuation Date and/or the relevant Arising Date.

"***Crediti non in Bonis***" means, collectively, Defaulted Receivables and Delinquent Receivables.

"**Cut-Off Date**" means, during the Revolving Period, the Collection Date.

"**Debtor**" means any individual physical person who entered into a Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Loan or who has assumed the original Debtor's obligation under an *accollo*, or otherwise.

"**Decree 239**" means Italian legislative decree number 239 of 1 April 1996, as amended and supplemented from time to time.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

"**Defaulted Receivables**" means any Receivable arising from a Loan Agreement which has been classified by the Servicer as a *Credito in Sofferenza* or *Inadempienze Probabili* or in relation to which there are at least 8 consecutive Unpaid Instalments.

"**Delinquent Receivable**" means any Receivable, other than a Defaulted Receivable, with respect to which there is at least one Unpaid Instalment.

"**Determination Date**" means, in relation to the Notes:

(i) with respect to the Initial Interest Period, the date falling two Target2 Days prior to the Issue Date; and

(ii) with respect to each subsequent Interest Period, the date falling two Target2 Days prior to the Payment Date at the beginning of such Interest Period.

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America:

(i) whose long-term, unsecured and unsubordinated debt obligations are rated at least (or whose obligations under the Transaction Documents to which it is a party are guaranteed, in a manner which complies with Moody's criteria, by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose long-term, unsecured and unsubordinated debt obligations are rated at least) "Baa2" by Moody's, or, in the event of a depository institution which does not have a long-term rating by Moody's, a "P-2"

short-term rating by Moody's to its short-term, unsecured and unsubordinated debt obligations; and

(ii) whose long-term, unsecured and unsubordinated debt obligations are rated at least (or whose obligations under the Transaction Documents to which it is a party are guaranteed, in a manner which complies with Fitch criteria, by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose long-term, unsecured and unsubordinated debt obligations are rated at least) "BBB" by Fitch and whose short-term unsecured and unsubordinated debt obligations are rated at least "F2" by Fitch.

"**Eligible Investments**" means:

(a) euro-denominated senior unsubordinated debt financial instruments (but excluding, for the avoidance of doubts, credit linked notes and money market funds), commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Eligible Investment Maturity Date; or

(b) account or deposit with a maturity date falling not later than the next succeeding Eligible Investment Maturity Date; or

(c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments provided that:

(i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer;

(ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investment Maturity Date;

(iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

(iv) if the counterparty of the Issuer under the relevant repurchase transaction ceases to be an Eligible Institution, such investment shall be transferred to another Eligible Institution at no costs and no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable without penalty or have a maturity date falling on or before the next following Eligible Investment Maturity Date; (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) the debt securities or other debt instruments or, in the case of repurchase transactions, the debt securities or other debt instruments underlying the relevant repurchase transaction are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations have at least the following ratings:

(A) with respect to Fitch:

(i) to the extent that such investment has a maturity not exceeding 30 calendar days, a long term rating of at least "BBB" and a short term rating of at least "F2"; and

(ii) to the extent such investment has a maturity exceeding 30 calendar days but not exceeding 365 days a long term rating of at least "AA-" and a short term rating of at least "F1+"; or

(B) with respect to Moody's:

(i) to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-2" and a long term rating of at least "Baa2"; or

(ii) to the extent such investment has a maturity exceeding one month but not exceeding three months, a long term rating of at least "Baa1" or a short term rating of at least "P-2"; or

(iii) to the extent such investment has a maturity exceeding three months but not exceeding six months, a long term rating of at least "A2" or a short term rating of at least "P-1",

provided that, in each case, (1) such investments qualify as "*attività finanziarie*" pursuant to and for the purpose of Italian legislative decree number 170 of 21 May 2004, as subsequently amended and supplemented; and (2) no such investment shall be made, in whole or in part, actually or potentially, in credit linked notes, swaps or other derivatives instruments, synthetic securities or tranches of other asset-backed securities, money market funds or any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral.

"**Eligible Investments Maturity Date**" means the date falling on the 2nd Business Day prior to each Calculation Date.

"**Euro**", "**cents**" and "**€**" refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union and as defined in article 2 of Council Regulation (EC) No. 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

"**Euro-Zone**" means the region comprised of Member States of the European Union that adopted the single currency in accordance with Council Regulation (EC) No. 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Existing Receivables**" has the meaning ascribed to such term in paragraph (iii) of the definition of Receivables.

"**Expenses**" means:

(i) any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Securitisation and/or required to be paid (as determined in accordance with the Corporate Services Agreement, by reference to the number of the then outstanding securitisation transactions carried out by the Issuer) in order to preserve the existence of the Issuer, to maintain it in good standing or to comply with applicable laws; and

(ii) any other documented costs, fees and expenses due to persons who are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights.

"**Expenses Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 02 C 02008 09422 000104243880) or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Extraordinary Resolution**" shall have the meaning ascribed to it in the Rules of the Organisation of the Noteholders.

"**Final Maturity Date**" means the Payment Date falling in December 2040.

"**Financial Laws Consolidation Act**" means Italian legislative decree number 58 of 24 February 1998, as amended and supplemented from time to time.

"**First Payment Date**" means the Payment Date falling on 30 June 2016.

"**Fitch**" means (i) for the purpose of identifying the entity which has assigned the credit rating to the Senior Notes, Fitch Italia – Società Italiana per il Rating S.p.A., and (ii) in any other case, any entity of Fitch Ratings Limited which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website.

"**Further Portfolio**" means any portfolio of Receivables purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Further Portfolio Conditions**" means the conditions set out in clause 8.1 of the Master Receivables Purchase Agreement.

"**Future Receivables**" has the meaning ascribed to such term in paragraph (iv) of the definition of Receivables.

"**General Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 79 C 03479 01600 000802072104), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Holder**" or "**holder**" of a Note means the ultimate owner of a Note.

"***Inadempienze Probabili***" means each Receivable related to a Loan Agreement which has not been classified by the Servicer as a *Credito in Sofferenza* but in relation to which the Servicer finds it unlikely that, unless any actions, such as the enforcement of any personal guarantee or security interest, the Debtor will pay all amounts due under the relevant Receivable.

"**Initial Cash Reserve Amount**" means Euro 32,000,000.

"**Initial Financed Amount**" means in relation to each Receivable the total amount disbursed to the relevant Debtor as at the execution date of the relevant Loan Agreement.

"**Initial Interest Period**" means the first Interest Period, which shall begin on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Portfolio**" means the portfolio of Receivables purchased on 7 August 2015 by the Issuer pursuant to the terms and condition of the Receivables Purchase Agreement related to the Initial Portfolio.

"**Initial Portfolio Criteria**" means the criteria for the identification of the Receivables specified in schedule 1 to the Receivables Purchase Agreement related to the Initial Portfolio.

"**Initial Renegotiation Reserve Amount**" means, as at the Issue Date, Euro 50,000,000.

"**Initial Outstanding Principal**" means the principal amount outstanding in relation to each Receivable in accordance with the relevant Loan Agreement as at the relevant Valuation Date or Arising Date (net of any principal payment made until the relevant Valuation Date or Arising Date (included)).

"**Insolvency Event**" means in respect of any company or corporation that:

(i) such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*fallimento*", "*liquidazione coatta amministrativa*", "*concordato preventivo*" and "*amministrazione straordinaria*", each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento* or similar procedure having a similar effect (other than, in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under paragraph (i) above is made in respect of, or by, such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) such company or corporation takes any action for a re-adjustment of or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee, indemnity or assurance against loss given by it in respect of any indebtedness or applies for suspension of payments; or

(iv) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation or any of the events under article 2484 of the Italian civil code occurs with respect to such company or corporation (except a winding-up for the purposes of, or pursuant to, a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders); or

(v) such company or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

"**Instalment**" means, with respect to each Loan Agreement, each instalment due from the relevant Debtor which consists of an Interest Instalment, a Principal Instalment and any additional expenses and commissions (if any).

"**Insurance Policy**" means, with respect to certain Receivables, the insurance policies stipulated by the Originator covering certain risks associated with the relevant Debtor.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on or about the Issue Date between, *inter alios*, the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of interest, fees and pre-payment penalties with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or the Collection Account (without double counting), excluding any amounts received by the Issuer from the Originator: (A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties; and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(ii) without duplication of paragraph (i) above, an amount equal to the interest, yield and profit components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Interim Collection Account, the Collection Account, the Cash Reserve Account, the Principal Accumulation Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all Recoveries (including, for avoidance of doubt, principal and interest components) collected by the Issuer (also through the Servicer) with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or the Collection Account (without double counting);

(iv) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (other than the Expenses Account) during the immediately preceding Quarterly Collection Period;

(v) any amounts (other than the amounts already allocated under other items of the Principal Available Funds and the Interest Available Funds) received by the Issuer from any party to the Transaction Documents during the immediately preceding Quarterly Collection Period(including any proceeds deriving from the enforcement of the Issuer's Rights);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Interest Renegotiation Losses occurred in the immediately preceding Quarterly Collection Period (if any) and the interest portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period;

(viii) any amount allocated on such Payment Date under item (i) of the Principal Priority of Payments prior to the delivery of a Trigger Notice (if any);

minus

(ix) any amount charged to the Issuer by reason of the application of any negative interest rate on any of the Accounts (other than the Expenses Account).

"**Interest Instalment**" means the interest component of each Instalment.

"**Interest Period**" means each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Interest Priority of Payments**" means the Priority of Payments under Condition 6.1 (*Priority of Payments - Interest Priority of Payments prior to the delivery of a Trigger Notice*).

"**Interest Renegotiation Loss**" means, in relation to each Receivable subject to a renegotiation (a) with reference to any renegotiation made by the Servicer resulting in a payment holiday of the Interest Instalment of the relevant Loan, an amount equal to the aggregate of each Interest Instalments so suspended; and (b) with reference to any renegotiation made by the Servicer resulting in amending the rate applicable to the relevant Loan, the amount equal to (a) the difference (if positive) between the fixed interest rate applicable prior the relevant renegotiation and the new fixed interest rate, multiplied by (b) the Outstanding Principal Amount of the Receivable renegotiated and (c) the residual life of the Receivable.

"**Interim Collection Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 49 V 0 20080 94220 00103857372), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement, provided that if the Account Bank and the Additional Account Bank are the same entities, Interim Collection Account means Collection Account.

"**Investors Report**" means the report to be prepared from time to time by the Calculation Agent in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**Issue Date**" means 21 April 2016, or such other date on which the Notes are issued.

"**Issue Price**" means, in respect of a Class of Notes, 100% of the Principal Amount Outstanding of the Notes of the relevant Class upon issue.

"**Issuer**" means Consumer Three S.r.l., a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of €10,000.00 fully paid up, having its registered office at Piazzetta Monte, 1, 37121, Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 04751450265, enrolled in the register of special purpose vehicle held by Bank of

Italy pursuant to the regulation issued by the Bank of Italy on 1 October 2014 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.

"**Issuer Available Funds**" means the aggregate of the Interest Available Funds and the Principal Available Funds.

"**Issuer Cash Collateral**" means, on each Calculation Date in respect of the immediately following Payment Date, the difference (if positive) between (i) the Principal Available Funds on such Calculation Date, and (ii) the aggregate of (A) the Principal Component of the Purchase Price to be paid on such Payment Date, if any, and (B) any amounts due and payable in priority thereto, in accordance with the applicable Priority of Payments.

"**Issuer's Rights**" means the Issuer's rights under the Transaction Documents.

"**Joint Regulation**" means the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008 and published on the Official Gazette number 54 of 4 March 2008, as amended and supplemented from time to time.

"**Junior Noteholders**" means the holders, from time to time, of the Junior Notes.

"**Junior Notes**" means the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 issued by the Issuer on the Issue Date.

"**Junior Notes Principal Deficiency Ledger**" means the ledger established and maintained by the Calculation Agent in respect of the Class J Notes pursuant to the Cash Allocation, Management and Payments Agreement.

"**Junior Notes Retained Amount**" means an amount equal to 10% of the Principal Amount Outstanding of the Class J Notes upon issue.

"**Junior Notes Subscription Agreement**" means the subscription agreement in relation to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgements, actions, proceedings or other liabilities whatsoever including legal fees and any taxes and penalties incurred by that person, together with any value added or similar tax charged or chargeable in respect of any sum referred to in this definition.

"**Loan**" means each personal loan granted by UniCredit S.p.A. to a Debtor whose Receivables has been assigned in accordance with the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement.

"**Loan Agreement**" means each agreement from which a Receivable arises entered into between UniCredit S.p.A. and a Debtor according to which UniCredit S.p.A. has granted a loan to a Debtor against the payment of the Instalments.

"**Mandate Agreement**" means the mandate agreement entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders, as from time to time modified in

accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Portfolio**" means, collectively, the Initial Portfolio, the Second Portfolio and each Further Portfolios.

"**Master Definitions Agreement**" means the master definitions agreement entered into on or about the Issue Date between the Issuer and the other parties to the Transaction Documents, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Receivables Purchase Agreement**" means the receivables purchase agreement entered into on 9 March 2016 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Member State**" means each state that is party to treaties of the European Union (EU).

"**Maximum Residual Life**" means 6 years.

"**Monte Titoli**" means Monte Titoli S.p.A., a joint stock company having its registered office at Piazza degli Affari, 6, 20123 Milan, Italy.

"**Monte Titoli Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli and includes any depository banks appointed by Euroclear and Clearstream.

"**Most Senior Class of Notes**" means at any point in time:

(i) the Senior Notes (for so long as there are Senior Notes outstanding); or

(ii) if no Senior Notes are then outstanding, the Junior Notes.

"**Moody's**" means (i) for the purpose of identifying the entity which has assigned the credit rating to the Senior Notes, Moody's Investors Service Ltd., and (ii) in any other case, any entity of Moody's Investors Service, Inc. which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website.

"**Noteholders**" means, together, the holders of the Senior Notes and the Junior Notes.

"**Notes**" means, together, the Senior Notes and the Junior Notes.

"**Obligations**" means all the obligations of the Issuer created by, or arising under, the Notes and the Transaction Documents.

"**Offer Date**" means the date falling on 12th Business Days prior to each Payment Date during the Revolving Period, on which the Originator may deliver to the Issuer an Offer Letter.

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means UniCredit S.p.A.

"**Other Component of the Purchase Price**" means:

(i) in relation to the Existing Receivables, the sum of the Accrued Interest of the relevant Existing Receivables and any other amount due and not paid by the relevant Debtor as the Valuation Date (included); and

(ii) in relation to the Future Receivables, any amount due and not paid by the relevant Debtor as the relevant Arising Date (included).

"**Other Issuer Creditors**" means the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Renegotiation Reserve Subordinated Loan Provider, the Back-up Servicer Facilitator and the Representative of the Noteholders and any party who at any time accedes to the Intercreditor Agreement.

"**Outstanding Principal**" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date and the Principal Instalments due but unpaid on such date.

"**Paying Agents**" means the Principal Paying Agent together with any successor or additional paying agents appointed from time to time pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and the Cash Allocation, Management and Payments Agreement.

"**Payment Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of March, June, September and December in each year or, if such day is not a Business Day, the immediately preceding Business Day, and (b) following the delivery of a Trigger Notice, any Business Day on which any payment is required to be made by the Representative of the Noteholders in accordance with the Post Trigger Notice Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Payments Account**" means the Euro denominated account established in the name of the Issuer with the Principal Paying Agent with (IBAN: IT 81 Y 03479 01600 000802072100), or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Payments Report**" means the report setting out all the payments to be made on the following Payment Date under the applicable Priority of Payments, which shall be prepared and delivered by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement before the delivery of a Trigger Notice.

"**Portfolio**" means, as the case may be, the Initial Portfolio, the Second Portfolio or a Further Portfolio.

"**Post Trigger Notice Priority of Payments**" means the Priority of Payments set out in Condition 6.3 (*Post Trigger Notice Priority of Payments*).

"**Pre-Trigger Notice Priority of Payments**" means the Priority of Payments set out in Conditions 6.1 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*) and 6.2 (*Principal Priority of Payments prior to the delivery of a Trigger Notice*).

"**Principal Accumulation Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank with (IBAN: IT 56 D 03479 01600

000802072105), or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement

"**Principal Amount Outstanding**" means, on any date, (i) the principal amount of a Note or a Class of Notes upon issue, minus (ii) the aggregate amount of all principal payments which have been paid prior to such date, in respect of such Note or Class of Notes.

"**Principal Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of principal with reference to the immediately preceding Quarterly Collection Period and credited to the Interim Collection Account and/or the Collection Account (without double counting);

(ii) without duplication of paragraph (i) above, an amount equal to the principal components (including any amount not accounted for in paragraph (ii) of the definition of Interest Available Funds) invested in Eligible Investments (if any) with reference to the immediately preceding Quarterly Collection Period from the Principal Accumulation Account, the Collection Account, the Interim Collection Account, the Cash Reserve Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all amounts on account of principal received by the Issuer from the Originator pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and credited to the Interim Collection Account and/or the Collection Account and/or the General Account with reference to the immediately preceding Quarterly Collection Period;

(iv) any amounts received by the Issuer from the Originator: (A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties, and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(v) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items (vii) and (viii) of the Interest Priority of Payments;

(vi) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(vii) any amount set aside in the Payments Account on the immediately preceding Payment Date in accordance with clauses 3.3 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and not paid nor payable to the Originator upon the occurrence of the events specified in such clauses;

(viii) on each Payment Date falling prior to the First Amortisation Payment Date and on the First Amortisation Payment Date, the Issuer Cash Collateral standing to the credit of the Principal Accumulation Account

(ix) any amount allocated on such Payment Date under item (xii) of the Interest Priority of Payments;

(x) following the delivery of a Trigger Notice, the amounts standing to the credit of the Expenses Account upon its closure in accordance with the Cash Allocation, Management and Payments Agreement;

(xi) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Principal Renegotiation Losses occurred in the immediately preceding Quarterly Collection Period (if any) and the principal portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period; and

(xii) on the earlier of: (a) the Payment Date on which there are sufficient Issuer Available Funds to redeem the Senior Notes in full (taking into account also the amounts referred to in this item (xii)), and (b) the Final Maturity Date, any amounts standing to the credit of the Cash Reserve Account in excess of the Cash Reserve Usage Amount as at such date and any amounts standing to the credit of the Renegotiation Reserve Account

"**Principal Component of the Purchase Price**" means, in relation to each Receivables, the Initial Outstanding Principal of each such Receivables.

"**Principal Deficiency Amount**" or "**PDA**" means, in respect of each Payment Date and in respect of all the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period, the Outstanding Principal of such Defaulted Receivable as at the end of such Quarterly Collection Period.

"**Principal Deficiency Ledgers**" means the ledgers established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Instalment**" means the principal component of each Instalment.

"**Principal Paying Agent**" means BNP Paribas Securities Services, Milan Branch or any other person for the time being acting as Principal Paying Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Priority of Payments**" means the Priority of Payments under Condition 6.2 (*Priority of Payments - Principal Priority of Payments prior to the delivery of a Trigger Notice*).

"**Principal Recoveries**" means the principal component of any Recovery.

"**Principal Renegotiation Loss**" means with reference to any renegotiation made by the Servicer resulting in a payment holiday of the Principal Instalment of the relevant Loan, an amount equal to the aggregate of each Principal Instalments so suspended.

"**Priority of Payments**" means the order of priority pursuant to which the Issuer Available Funds shall be applied on each Payment Date prior to and/or following the service of a Trigger Notice in accordance with the Conditions and the Intercreditor Agreement.

"**Purchase Price**" means the purchase price payable by the Issuer to the Originator in respect of the Initial Portfolio, the Second Portfolio and each Further Portfolio.

"**Purchase Termination Event**" means any of the events listed under Condition 13 and clause 9 of the Master Receivables Purchase Agreement.

"**Purchase Termination Notice**" has the meaning ascribed to such terms under Condition 13.

"**Quarterly Collection Period**" means:

(i) prior to the service of a Trigger Notice, each period of three months commencing on (and excluding) a Collection Date and ending on (and including) the next Collection Date;

(ii) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Quarterly Collection Period and ending on (and including) the next following Collection Date as determined by the Representative of the Noteholders; and

(iii) in the case of the first Quarterly Collection Period, the period commencing on (and including) the Valuation Date related to the Initial Portfolio and ending on (and including) the Collection Date falling on 31 May 2016.

"**Quarterly Interest Renegotiation Losses**" means, in respect of a renegotiated Receivable and a given Quarterly Collection Period, the portion of Interest Renegotiation Losses accrued and realised in respect of such Receivable during such Quarterly Collection Period.

"**Quarterly Principal Renegotiation Losses**" means, in respect of a renegotiated Receivable and a given Quarterly Collection Period, the portion of Principal Renegotiation Losses accrued and realised in respect of such Receivable during such Quarterly Collection Period.

"**Quarterly Servicer's Report Date**" means: (a) prior the delivery of a Trigger Notice the date falling on the 11th Business Day prior to any Payment Date; and (b) following the delivery of a Trigger Notice any date determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Quotaholder**" means SVM Securitisation Vehicles Management S.r.l.

"**Quotaholder's Agreement**" means the agreement entered into on or about the Issue Date between the Quotaholder, the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rating Agencies**" means Fitch Italia – Società Italiana per il Rating S.p.A. and Moody's Investors Service Ltd. and "**Rating Agency**" means any one of them as the context requires.

"**Receivables**" means any and all existing and future claim deriving from the Loans and the Loan Agreements including, without limitation:

(i) amounts due on account of principal and interest accrued (and not yet paid), in relation to the Receivables as at the relevant Valuation Date (included);

(ii) amounts on account of principal not yet due and interest (including default and legal interest) accruing on the Receivables starting from the relevant Valuation Date (excluded);

(iii) amounts due as at the relevant Valuation Date (included) and accruing from the relevant Valuation Date (included) on account of reimbursement of losses, costs, indemnities and damages, fees, prepayment penalties and other amounts due in case of prepayment of the Loans, as well as any other amount received by, or payable to, the Originator as indemnity payment due to the Debtor of the Originator under the Insurance Policies, with express inclusions of recovery expenses in relation to *Crediti non in Bonis*, expenses

in connection with the payment of instalments (*spese incasso rata*) as well as any other expense relating to the management of the Receivables (including, without limitation, expenses relating to the delivery of account statements and/or other notices to the Debtors) (together with the amounts under items (i) and (ii) above, the "**Existing Receivables**");

(iv) amounts owed for outstanding principal and interest (including default and legal interest) which will accrue in relation to further disbursement (where envisaged therein) under the relevant Loan Agreement starting from the relevant Arising Date (included) as well as the other amounts, if any, due under a Loan following the extension or renewal of an Insurance Policy (the "**Future Receivables**"),

together with all and any guarantee transferable together with the Receivables, including the guarantees (and including the so called *garanzie omnibus*) deriving from any security arrangement, granted or in any other way existing in favour of the Originator in relation to a Loan, a Loan Agreement or a Receivable.

"**Receivables Purchase Agreement related to the Initial Portfolio**" means the receivables purchase agreement entered into on 7 August 2015 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Receivables Repurchase Agreement**" means the receivables repurchase agreement entered into on 25 February 2016 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Recoveries**" means any amounts received or recovered in relation to any Defaulted Receivables.

"**Recovery Amounts**" means the amounts recovered by the Servicer under Defaulted Receivables.

"**Renegotiations**" means the renegotiations which the Servicer may carry out in accordance with the Servicing Agreement.

"**Renegotiation Reserve**" means the reserve created on the Renegotiation Reserve Account on the Issue Date in an amount equal to the Initial Renegotiation Reserve Amount, to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Renegotiation Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 05 B 03479 01600 000802072103), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Renegotiation Reserve Available Amount**" means, in respect of any Calculation Date, the positive difference between (A) the balance of the Renegotiation Reserve Account as at such date and (B) the Renegotiation Blocked Amount as at such date.

"**Renegotiation Reserve Required Amount**" means:

(i) on the Issue Date, the Initial Renegotiation Reserve Amount;

(ii) on each Payment Date prior to the delivery of a Trigger Notice, an amount equal to Euro 50,000,000;

(iii) on the Payment Date on which the Senior Notes are redeemed in full or following the delivery of a Trigger Notice, or on the Final Maturity Date, 0 (zero).

"**Renegotiation Reserve Subordinated Loan**" means Euro 50,000,000.

"**Renegotiation Reserve Subordinated Loan Agreement**" means the loan agreement entered into on or about the Issue Date between, *inter alia*, the Issuer and the Renegotiation Reserve Subordinated Loan Provider.

"**Renegotiation Reserve Subordinated Loan Provider**" means UniCredit S.p.A.

"**Representative of the Noteholders**" means Securitisation Services S.p.A., or any other person for the time being acting as representative of the Noteholders in accordance with the Conditions.

"**Retention Amount**" means an amount equal to €50,000, provided that on the Payment Date on which the Notes are repaid in full, the Retention Amount will be the amount indicated by the Corporate Servicer in order to pay the Issuer's expenses following the repayment in full of the Notes.

"**Revolving Period**" means the period starting from the Issue Date and ending on the earlier of

(i) the first Payment Date falling after 24 months following the Issue Date;

(ii) the date on which a Purchase Termination Notice or Trigger Notice has been served pursuant to, respectively, Condition 13 (*Purchase Termination Events*) or Condition 12 (*Trigger Events*);

(iii) the Payment Date falling immediately after the second (also non consecutive) Offer Date on which the Originator has failed to offer for sale to the Issuer Further Portfolios;

(iv) the Payment Date falling immediately after the second (also non consecutive) Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 (with the exception of those set out under clause 8.1.11) of the Master Receivables Purchase Agreement;

(v) the Payment Date falling immediately after the Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 (other than clause 8.1.11) of the Master Receivables Purchase Agreement; and

(vi) the date on which a notice has been served pursuant to, respectively, Condition 8.3 (*Redemption, Purchase and Cancellation – Optional redemption*) or 8.4 (*Redemption, Purchase and Cancellation – Optional redemption in whole for taxation reasons*).

"**Rules of the Organisation of the Noteholders**" or "**Rules**" means the rules of the organisation of the Noteholders attached as an Exhibit to the Conditions, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Scheduled Instalment Due Date**" means any date on which an Instalment is due pursuant to a Loan Agreement.

"**Second Portfolio**" means the portfolio of Receivables purchased on 9 March 2016 by the Issuer pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Securitisation**" means the securitisation of the Receivables made by the Issuer through the issuance of the Notes, pursuant to articles 1 and 5 of the Securitisation Law.

"**Securitisation Law**" means Italian Law number 130 of 30 April 1999, as amended and supplemented from time to time.

"**Security Interest**" means:

(i) any mortgage, charge, pledge, lien, privilege (*privilegio speciale*) or other security interest securing any obligation of any person;

(ii) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or

(iii) any other type of preferential arrangement having a similar effect.

"**Securities Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (No. 2072100), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Senior Noteholders**" means the holders, from time to time, of the Senior Notes.

"**Senior Notes**" means the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 issued by the Issuer on the Issue Date.

"**Senior Notes Principal Deficiency Ledger**" means the ledger established and maintained by the Calculation Agent in respect of the Senior Notes pursuant to the Cash Allocation, Management and Payments Agreement.

"**Senior Notes Subscription Agreement**" means the subscription agreement in relation to the Senior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Originator and the Sole Lead Manager, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Servicer**" means UniCredit S.p.A., or any other person acting for the time being acting as Servicer pursuant to the Servicing Agreement.

"**Servicing Agreement**" means the agreement entered into on 7 August 2015 between the Issuer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Set-Off Exposure**" means, on any Offer Date and with reference to all the Receivables comprised in the Master Portfolio (including any Further Portfolio to be purchased on the immediately following Transfer Date) the aggregate of the amounts which can be off-set by the Debtors against the amounts owed to it by the Originator, as calculated in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, which is in excess of the amount determined, from time to time, by the Bank of Italy in accordance with article 96-*bis*, paragraph 5, of the Consolidated Banking Act.

"**Specific Criteria**" means the objective criteria for the identification of the Receivables specified in schedule 2 to the Master Receivables Purchase Agreement, which supplement the Common Criteria.

"**Subscription Agreements**" means, together, the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement.

"**TARGET System**" means the TARGET2 system.

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**Target2 Day**" means any day on which the TARGET2 is open.

"**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

"**Tax Deduction**" means any deduction or withholding on account of Tax.

"**Transaction Documents**" means, together, the Master Definitions Agreement, the Receivables Purchase Agreement related to the Initial Portfolio, the Master Receivables Purchase Agreement, each Purchase Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation Management and Payments Agreement, the Senior Notes Subscription Agreement, the Junior Notes Subscription Agreement, the Renegotiation Loan Agreement, the Intercreditor Agreement, the Quotaholder's Agreement, the Corporate Services Agreement, the Mandate Agreement, the Conditions, and any other document which may entered into, from time to time in connection with the Securitisation.

"**Transfer Date**" means, in relation to the Initial Portfolio, 7 August 2015, in relation to the Second Portfolio, 9 March 2016, and in relation to any Further Portfolio the date on which the Originator receives from the Issuer the acceptance of the relevant Offer Letter.

"**Trigger Event**" means any of the events described in Condition 12 (*Trigger Events*).

"**Trigger Notice**" means the notice served by the Representative of the Noteholders on the Issuer declaring the Notes to be due and payable in full following the occurrence of a Trigger Event as described in Condition 12.2 (*Delivery of a Trigger Notice*).

"**Unpaid Instalment**" means an Instalment which, on any date, is due but not paid in full for at least 30 days from the date the payment was due in accordance with the relevant Loan Agreement.

"**Variable Return**" means the amount, which may be payable on the Junior Notes on each Payment Date subject to the Conditions, determined by reference to the residual Issuer Available Funds, if any, after satisfaction of the items ranking in priority pursuant to the Priority of Payments on such Payment Date.

"**Warranty and Indemnity Agreement**" means the agreement entered into on 7 August 2015 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

2.2 **Interpretation**

2.2.1 *References in Senior Notes Condition*

Any reference in these Senior Notes Conditions to:

"**holder**" and "**Holder**" mean the ultimate holder of a Note and the words "**holder**", "**Noteholder**" and related expressions shall be construed accordingly;

a "**law**" shall be construed as a reference to any law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body and a reference to any provision of any law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any such legislative measure is to that provision as amended or re-enacted;

"**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state and any association or partnership (whether or not having legal personality) of two or more of the foregoing;

a "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred.

2.2.2 *Transaction Documents and other agreements*

Any reference to the Master Definitions Agreement, any other document defined as a "**Transaction Document**" or any other agreement or document shall be construed as a reference to the Master Definitions Agreement, such other Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be amended, varied, novated, supplemented or replaced.

2.2.3 *Transaction Parties*

A reference to any person defined as a "**Transaction Party**" in these Senior Notes Conditions or in any Transaction Document shall be construed so as to include its and any subsequent successors and permitted assignees and transferees in accordance with their respective interests.

2.2.4 *Master Definitions Agreement*

Words and expressions used herein and not otherwise defined shall have the meanings and constructions ascribed to them in the Master Definitions Agreement.

3. DENOMINATION, FORM AND TITLE

3.1 *Denomination*

The Senior Notes are issued in the denomination of €100,000.

3.2 *Form*

The Senior Notes are issued in bearer and dematerialised form and will be evidenced by, and title thereto will be transferable by means of, one or more book-entries in accordance with the provisions of (i) article 83-*bis* of the Financial Laws Consolidation Act, and (ii) the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended and supplemented from time to time.

3.3 *Title and Monte Titoli*

The Senior Notes will be held by Monte Titoli on behalf of the Senior Noteholders until redemption or cancellation thereof for the account of the relevant Monte Titoli Account Holder. No physical documents of title will be issued in respect of the Senior Notes.

3.4 *Holder Absolute Owner*

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Noteholders and the Principal Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Senior Note, as the absolute owner of such Senior Note for the purposes of payments to be made to the holder of such Senior Note (whether or not the Senior Note is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Senior Note or any notice of any previous loss or theft of the Senior Note) and shall not be liable for doing so.

3.5 *The Rules*

The rights and powers of the Senior Noteholders may only be exercised in accordance with the Rules attached to these Senior Notes Conditions as an Exhibit which shall constitute an integral and essential part of these Senior Notes Conditions.

4. STATUS, SEGREGATION AND RANKING

4.1 *Status*

The Senior Notes constitute limited recourse obligations of the Issuer and, accordingly, the obligation of the Issuer to make payments under the Senior Notes is limited to the amounts received or recovered by the Issuer in respect of the Master Portfolio and pursuant to the exercise of the Issuer's Rights, as further specified in Senior Notes Condition 9.2 (*Limited recourse obligations of the Issuer*). The Senior Noteholders acknowledge that the limited recourse nature of the Senior Notes produces the effects of a "*contratto aleatorio*" under Italian law and are deemed to accept the consequences thereof, including, but not limited to, the provisions of article 1469 of the Italian civil code.

4.2 *Segregation by law*

By virtue of the Securitisation Law, the Issuer's right, title and interest in and to the Master Portfolio and the other Segregated Assets are segregated from all other assets of the Issuer and any amount deriving therefrom will only be available both before and after a winding-up of the Issuer to satisfy the obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and to any third party creditors of the Issuer in respect of costs, fees and expenses incurred by the Issuer in relation to the Securitisation.

4.3 *Ranking*

4.3.1 In respect of the obligation of the Issuer to pay interest on the Senior Notes, the Conditions provide that, both prior to and following the delivery of a Trigger Notice, the Senior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, and in priority to repayment of principal due on the Senior Notes, payments of interest and Variable Return and repayment of principal due on the Junior Notes.

4.3.2 In respect of the obligation of the Issuer to pay interest on the Junior Notes, the Conditions provide that, both prior to and following the delivery of a Trigger Notice, the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but subordinated to payments of interest and repayment of principal due on the Senior Notes and in priority to payments of Variable Return and repayment of principal due on the Junior Notes.

4.3.3 In respect of the obligation of the Issuer to pay the Variable Return on the Junior Notes, the Conditions provide that, both prior to and following the delivery of a Trigger Notice, the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but subordinated to payments of interest and repayment of principal due on the Senior Notes, to payment of interest and, up to the Junior Notes Retained Amount, repayment of principal due on the Junior Notes and in priority to payments of the Junior Notes Retained Amount due on the Junior Notes.

4.3.4 In respect of the obligation of the Issuer to repay principal due on the Notes, the Conditions provide that, both prior to and following the delivery of a Trigger Notice:

(a) the Senior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but subordinated to payments of interest on the Senior Notes and in priority to payments of interest and Variable Return due on the Junior Notes and repayment of principal due on the Junior Notes;

(b) the Junior Notes rank *pari passu* and *pro rata* without any preference or priority among themselves, but subordinated to payments of interest and repayment of principal due on the Senior Notes and to payment of interest on the Junior Notes and in priority to the Variable Return for an amount up to the Junior Notes Retained Amount and subordinated to the Variable Return for an amount equal to the Junior Notes Retained Amount.

4.4 *Obligations of Issuer only*

The Senior Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other entity or person.

5. **COVENANTS**

For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save with the prior written consent of the Representative of the Noteholders or as expressly provided in or contemplated by any of the Transaction Documents:

5.1 *Negative pledge*

create or permit to subsist any Security Interest whatsoever over the Master Portfolio or any part thereof or over any of its other assets or sell, lend, part with or otherwise dispose of all or any part of the Master Portfolio or any of its assets, except in connection with any further securitisations permitted pursuant to Senior Notes Condition 5.11 (*Further securitisations*) below; or

5.2 *Restrictions on activities*

5.2.1 engage in any activity whatsoever which is not incidental to or necessary in connection with the Securitisation, any further securitisation complying with Senior Notes Condition 5.11 (*Further securitisations*) or with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage; or

5.2.2 have any subsidiary (*società controllata* or *società collegata* each as defined in article 2359 of the Italian civil code) or any employees or premises; or

5.2.3 at any time approve or agree or consent to any act or thing whatsoever which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents and shall not do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents; or

5.2.4 become the owner of any real estate asset; or

5.3 *Dividends or distributions*

pay any dividend or make any other distribution or return or repay any quota capital to its Quotaholder, or increase its capital, save as required by applicable law; or

5.4 *De-registrations*

ask for de-registration from the register of special purpose vehicles held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 1 October 2014, unless in order to comply with the provisions of law applicable to it as a financial intermediary; or

5.5 *Borrowings*

incur any indebtedness in respect of borrowed money whatsoever (save for the indebtedness incurred in respect of any further securitisation permitted pursuant to Senior Notes Condition 5.11 (*Further securitisations*) below) or give any guarantee, indemnity or security in respect of any indebtedness or in respect of any other obligation of any person or entity or become liable for the debts of any other person or entity or hold out its credit as being available to satisfy the obligations of others; or

5.6 *Merger*

consolidate or merge with any other person or entity or convey or transfer its properties or assets substantially as an entirety to any other person or entity; or

5.7 *No variation or waiver*

permit any of the Transaction Documents to which it is party to be amended, terminated or discharged, or exercise any powers of consent or waiver pursuant to the terms of any of the Transaction Documents to which it is a party including any power of consent or waiver in respect of the Master Portfolio, or permit any party to any of the Transaction Documents to which it is a party to be released from such obligations; or

5.8 *Bank accounts*

open or have an interest in any bank account other than the Accounts, the Expenses Account, the account on which its quota capital is deposited or any bank accounts opened in relation to any further securitisation permitted pursuant to Condition 5.11 (*Further securitisations*) below; or

5.9 *Statutory documents*

amend, supplement or otherwise modify its by-laws (*statuto*) or *atto costitutivo* except where such amendment, supplement or modification is required by a compulsory provision of Italian law or by the competent regulatory authorities or is in connection with a change of the registered office of the Issuer; or

5.10 *Corporate records, financial statements and book of account*

cease to maintain corporate records, financial statements and book of account separate from those of the Originator and any other person or entity; or

5.11 *Further securitisations*

carry out any other securitisation transactions pursuant to the Securitisation Law or, without limiting the generality of the foregoing, implement, enter into, make or execute any document, deed or agreement in connection with any other securitisation transaction and then only if (a) the transaction documents relating to any such securitisation are notified to the Rating Agencies and the then current rating assigned by the Rating Agencies on the Senior Notes is not negatively affected by such securitisation, and (b) the assets relating to any such further securitisation are segregated in accordance with the Securitisation Law.

6. PRIORITY OF PAYMENTS

6.1 *Interest Priority of Payments prior to the delivery of a Trigger Notice*

Prior to the delivery of a Trigger Notice or redemption of the Notes pursuant to Conditions 8.1 (Final redemption), 8.3 (Optional redemption) and 8.4 (Optional redemption in whole for taxation reasons), the Interest Available Funds shall be applied on each Payment Date in making payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

First, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

Second, to pay the remuneration due to the Representative of the Noteholders and to pay any indemnity amounts properly due under and any proper costs and expenses incurred by the

Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents;

Third, to credit into the Expenses Account such an amount as will bring the balance of such account up to (but not in excess of) the Retention Amount;

Fourth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable on account of remuneration, indemnities or proper costs and expenses incurred by the relevant agent on such Payment Date to the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator and the Servicer;

Fifth, to pay all amounts of interest due and payable on the Senior Notes on such Payment Date;

Sixth, to credit into the Cash Reserve Account such an amount to bring the balance of such account up to (but not in excess of) the Cash Reserve Required Amount;

Seventh, in or towards making good any shortfall reflected in the Senior Notes Principal Deficiency Ledger until the debit balance, if any, of the Senior Notes Principal Deficiency Ledger is reduced to zero;

Eight, in or towards making good any shortfall reflected in the Junior Notes Principal Deficiency Ledger until the debit balance, if any, of the Junior Notes Principal Deficiency Ledger is reduced to zero

Ninth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Originator: (A) the Other Component of the Purchase Price due and payable in relation to the Existing Receivables comprised in the Initial Portfolio or the Second Portfolio or, as the case may be, Further Portfolios; (B) the Other Component of the Purchase Price due and payable but which have remained unpaid on previous Payment Dates in relation to the Existing Receivables comprised in the Initial Portfolio or the Second Portfolio or, as the case may be, Further Portfolios; and (C) the Other Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

Tenth, to pay to the Issuer interest accrued due and payable on the Purchase Price of the Initial Portfolio and of the Second Portfolio;

Eleventh, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, to the Renegotiation Reserve Subordinated Loan Provider any amount due and payable on account of interest and proper costs and expenses (if any) due and payable on the Renegotiation Reserve Subordinated Loan;

Twelfth, to transfer to the Principal Available Funds any amount paid on the preceding Payment Dates under item (i) of the Principal Priority of Payments and not yet repaid pursuant to this item;

Thirteenth, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Junior Notes on such Payment Date;

Fourteenth, to pay the Variable Return (if any) on the Junior Notes.

6.2 *Principal Priority of Payments prior to the delivery of a Trigger Notice*

Prior to the delivery of a Trigger Notice or redemption of the Notes pursuant to Conditions 8.1 (Final redemption), 8.3 (Optional redemption) and 8.4 (Optional redemption in whole for taxation reasons), the Principal Available Funds shall be applied on each Payment Date in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

First, to pay any amount payable under items from (i) to (v), (inclusive) under the Interest Priority of Payments, to the extent that the Interest Available Funds are not sufficient on such Payment Date to make such payments in full;

Second, during the Revolving Period, to pay, *pari passu* and *pro rata*, to the Originator: (A) the Principal Component of the Purchase Price to be paid in relation to each Existing Receivable comprised in the Further Portfolio purchased by the Issuer on the immediately preceding Transfer Date, provided that, in the event the formalities provided for under the Master Receivables Purchase Agreement have not been complied with on such Payment Date, an amount equal to such Principal Component of the Purchase Price will be credited on the Payments Account and paid to the Originator on the Business Day immediately following the compliance of such formalities; (B) the Principal Component of the Purchase Price in relation to the Existing Receivables comprised in Further Portfolios due and payable but which have remained unpaid on previous Payment Dates, as the case may be; and (C) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

Third, (A) on any Payment Date prior to the First Amortisation Payment Date, to retain on the Principal Accumulation Account the Issuer Cash Collateral on such Payment Date; and (B) on the First Amortisation Payment Date and on any Payment Date thereafter, to pay, *pari passu* and *pro rata*, principal on the Senior Notes outstanding on such Payment Date, until the Senior Notes are repaid in full

Fourth, following the expiry of the Revolving Period, to pay, *pari passu* and *pro rata*, to the Originator: (A) the Principal Component of the Purchase Price due and payable in relation to the Existing Receivables comprised in Further Portfolios (including, for the avoidance of doubt, those due and unpaid on previous Payment Dates); and (B) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;;

Fifth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Renegotiation Reserve Subordinated Loan Provider any principal due and payable on the Renegotiation Reserve Subordinated Loan;

Sixth, to pay to the Originator any Adjustment Purchase Price pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

Seventh, to pay to the Originator any amount due and payable under the Transaction Document, to the extent not already paid or payable under other items of this Priority of Payments;

Eight, on any Payment Date upon redemption in full of the Senior Notes, to pay, *pari passu* and *pro rata*, principal on the Junior Notes outstanding on such Payment Date until the Principal Amount Outstanding of the Junior Notes is equal to the Junior Notes Retained Amount;

Ninth, (A) up to but excluding the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to transfer to the Interest Available Funds any remaining amount after all the other payments under this Principal Priority of Payments have been made in full; and (B) on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to transfer to the Interest Available Funds any remaining amount after all the other payments under this Principal Priority of Payments have been made in full net of any amounts outstanding in respect of Junior Notes Retained Amount on the Junior Notes;

Tenth, on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables or (iii) the date on which the Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of the Junior Notes Retained Amount on the Junior Notes.

6.3 *Post Trigger Notice Priority of Payments*

On each Payment Date following the delivery of a Trigger Notice and upon redemption of the Notes pursuant to Conditions 8.1 (Final redemption), 8.3 (Optional redemption) and 8.4 (Optional redemption in whole for taxation reasons), the Issuer Available Funds shall be applied in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

First, if the relevant Trigger Event is not an Insolvency Event, to pay, pari passu and pro rata according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

Second, to pay according to the respective amounts thereof, the remuneration due to the Representative of the Noteholders and any indemnity amounts properly due to, and any proper costs and expenses incurred by, the Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents;

Third, if the relevant Trigger Event is not an Insolvency Event, to credit into the Expenses Account such an amount to bring the balance of such account up to (but not in excess of) the Retention Amount;

Fourth, to pay, pari passu and pro rata according to the respective amounts thereof, any amount due and payable on account of remuneration, indemnities or proper costs and expenses incurred by the relevant agent on such Payment Date to the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator and the Servicer;

Fifth, to pay all amounts of interest due and payable on the Senior Notes on such Payment Date;

Sixth, to pay principal on the Senior Notes outstanding on such Payment Date until the Senior Notes are repaid in full;

Seventh, to pay, pari passu and pro rata, to the Originator: (A) the Purchase Price (including, for the avoidance of doubt, the Other Component of the Purchase Price, if any) due and payable in relation to the Existing Receivables comprised in Further Portfolios (including, for the avoidance of doubt, those amounts due and unpaid on previous Payment Dates); (B) the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with, the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

Eight, to pay to the Issuer interest accrued due and payable on the Purchase Price of the Initial Portfolio and of the Second Portfolio;

Ninth, to pay according to the respective amounts thereof, to the Renegotiation Loan Provider interest and principal due and payable on the Renegotiation Reserve Subordinated Loan;

Tenth, to pay to the Originator any Adjustment Purchase Price pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement;

Eleventh, to pay all amounts of interest due and payable on the Junior Notes on such Payment Date;

Twelfth, to pay to the Originator any amount due and payable under the Transaction Documents, to the extent not already paid or payable under other items of this Priority of Payments;

Thirteenth, to pay principal on the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to the Junior Notes Retained Amount;

Fourteenth, other than on the Payment Date on which the Junior Notes are redeemed in full or cancelled, to pay, pari passu and pro rata, the Variable Return on the Junior Notes; and

Fifteenth, to pay, pari passu and pro rata, all amounts outstanding in respect of Junior Notes Retained Amount on the Junior Notes.

7. INTEREST

7.1 *Accrual of interest*

Each Senior Note bears interest on its Principal Amount Outstanding from (and including) the Issue Date.

7.2 *Payment Dates and Interest Periods*

Interest on each Senior Note will accrue on a daily basis and will be payable in Euro in arrears on each Payment Date in respect of the Interest Period ending on such Payment Date. The First Payment Date is the Payment Date falling in June 2016 in respect of the Initial Interest Period.

7.3 *Termination of interest accrual*

Each Senior Note (or the portion of the Principal Amount Outstanding due for redemption) shall cease to bear interest from (and including) the Final Maturity Date or from (and including) any earlier date fixed for redemption unless payment of the principal due and payable but unpaid is improperly withheld or refused, in which case, each Senior Note (or the relevant portion thereof) will continue to bear interest in accordance with this Senior Notes Condition (both before and after judgment) at the rate from time to time applicable to such Senior Note until the day on which either all sums due in respect of such Senior Note up to that day are received by the relevant Senior Noteholder or the Representative of the Noteholders or the Principal Paying Agent receives all amounts due on behalf of all such Senior Noteholders.

7.4 *Calculation of interest*

Interest on the Senior Notes in respect of any Interest Period or any other period will be calculated on the basis of the actual number of days elapsed and the actual number of days in the relevant calendar year.

7.5 *Rate of Interest*

The rate of interest applicable to the Senior Notes (the "Rate of Interest") for each Interest Period, including the Initial Interest Period, shall be 1.70 per cent *per annum*.

7.6 *Calculation of Interest Payment Amounts*

The Issuer shall on each Determination Date determine or cause the Principal Paying Agent to determine the Euro amount (the "**Interest Payment Amount**") payable as interest on each Senior Note in respect of the immediately following Interest Period calculated by applying the Rate of Interest to the Principal Amount Outstanding of each Senior Note on the Payment Date at the commencement of such Interest Period (or, in the case of the Initial Interest Period, the Issue Date) (after deducting therefrom any payment of principal due and paid on that Payment Date), multiplying the product of such calculation by the actual number of days in the Interest Period and dividing by the actual number of days in the relevant calendar year, and rounding the resultant figure to the nearest cent (half a cent being rounded up).

7.7 *Notification of Interest Payment Amount and Payment Date*

As soon as practicable (and in any event not later than the close of business on the relevant Determination Date), the Issuer will cause:

7.7.1 the Interest Payment Amount for each Senior Note for the related Interest Period; and

7.7.2 the Payment Date in respect of each such Interest Payment Amount,

to be notified to the Servicer, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, Monte Titoli, Euroclear, Clearstream and the Luxembourg Stock Exchange and will cause the same to be published in accordance with Condition 17.1 (*Notices Given Through Monte Titoli*) on or as soon as possible after the relevant Determination Date.

7.8 *Amendments to publications*

The Interest Payment Amount for each Senior Note and the Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of

adjustment) without notice in the event of any extension or shortening of the relevant Interest Period.

7.9 *Determination by the Representative of the Noteholders*

If the Issuer does not at any time for any reason determine (or cause to be determined) the Interest Payment Amount for any Senior Note in accordance with Senior Notes Condition 7.6 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*), the Representative of the Noteholders as legal representative of the Organisation of the Noteholders shall determine (or cause to be determined) the Interest Payment Amount for each Senior Note in the manner specified in Senior Notes Condition 7.6 (*Calculation of Interest Payment Amounts*), and any such determination shall be deemed to have been made by the Issuer.

7.10 *Notifications to be final*

Each notification, calculation and quotation given, expressed, made or obtained for the purposes of this Senior Notes Condition 7 (*Interest*), whether by the Principal Paying Agent, the Issuer or the Representative of the Noteholders shall (in the absence of gross negligence or wilful default) be binding on all persons.

7.11 *Principal Paying Agent*

The Issuer shall ensure that, so long as any of the Senior Notes remain outstanding, there shall at all times be a Principal Paying Agent. The Principal Paying Agent may not resign until a successor approved in writing by the Representative of the Noteholders has been appointed. If a new Principal Paying Agent is appointed notice of its appointment will be published in accordance with Senior Notes Condition 17 (*Notices*)

7.12 *Unpaid interest with respect to the Senior Notes*

Unpaid interest on the Senior Notes shall accrue no interest.

8. **REDEMPTION, PURCHASE AND CANCELLATION**

8.1 *Final redemption*

8.1.1 Unless previously redeemed in full or cancelled as provided in this Senior Notes Condition, the Issuer shall redeem the Senior Notes at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Final Maturity Date.

8.1.2 The Issuer may not redeem the Senior Notes in whole or in part prior to the Final Maturity Date except as provided below in Senior Notes Conditions 8.2 (*Mandatory redemption*), 8.3 (*Optional redemption*) and 8.4 (*Optional redemption for taxation reasons*), but without prejudice to Senior Notes Conditions 12 (*Trigger Events*) and 14 (*Enforcement*).

8.1.3 If the Issuer has insufficient Issuer Available Funds to repay the Senior Notes in full on the Final Maturity Date, then the Senior Notes shall be deemed to be discharged in full and any amount in respect of principal, interest or other amounts due and payable in respect of the Senior Notes shall (unless payment of such amounts is being improperly withheld or refused) be finally and definitively cancelled.

8.2 *Mandatory Redemption*

On each Payment Date falling on or after the First Amortisation Payment Date on which there are Issuer Available Funds available for payments of principal in respect of the Notes in accordance with the Priority of Payments set out in Senior Notes Condition 6 (*Priority of Payments*), the Issuer will cause:

8.2.1 the Senior Notes, to be redeemed on such Payment Date in an amount equal to the Principal Payment Amount in respect of such Senior Notes determined on the related Calculation Date; and

8.2.2 the Junior Notes to be redeemed on such Payment Date in an amount equal to the Principal Payment Amount in respect of such Junior Notes determined on the related Calculation Date,

provided that until the Payment Date falling on or after the First Amortisation Payment Date no principal payment shall be paid to any Noteholder and any amounts which would otherwise be applied in or towards redeeming any Notes prior to such date shall be paid to the Principal Accumulation Account as provided in Senior Notes Condition 6 (*Priority of Payments*).

8.3 *Optional redemption*

Provided that no Trigger Notice has been served on the Issuer, on any Payment Date falling on or after the Clean Up Option Date, the Issuer may redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part, the Junior Noteholders' having consented to such partial redemption) at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), in accordance with the Post Trigger Notice Priority of Payments, subject to the following:

8.3.1 that the Issuer has given not more than 60 days and not less than 30 days' notice to the Representative of the Noteholders and to the Noteholders in accordance with Senior Notes Condition 17 (*Notices*) of its intention to redeem the Notes of each Class which are to be redeemed; and

8.3.2 that prior to giving such notice, the Issuer has provided to the Representative of the Noteholders a certificate duly signed by an authorised representative of the Issuer on its behalf confirming that the Issuer will on the relevant Payment Date have the funds, not subject to the interests of any person, required to redeem (a) all the Senior Notes in accordance with this Senior Notes Condition, (b) any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Senior Notes, (c) to the extent the Junior Noteholder have not waived their rights in respect of the Junior Notes, all the Junior Notes (or, in case of redemption in part of the Junior Notes, the relevant portion of its outstanding liabilities in respect of the Junior Notes, the Junior Noteholders' having consented to such partial redemption) and (d) any amount required to be paid under the Post Trigger Notice Priority of Payments in priority to or *pari passu* with the Junior Notes.

8.4 *Optional redemption for taxation reasons*

Provided that no Trigger Notice has been served on the Issuer, the Issuer may redeem in whole (but not in part) the Senior Notes and the Junior Notes (in whole or in part, the Junior

Noteholders' having consented to such partial redemption) at their Principal Amount Outstanding, in accordance with the Post Trigger Notice Priority of Payments, on any Payment Date:

8.4.1 after the date on which the Issuer is required to make any payment in respect of the Notes and the Issuer or any other person would be required to make a Tax Deduction in respect of such payment (other than in respect of a Decree 239 Deduction); or

8.4.2 after the date of a change in the Tax law of Italy (or the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer, including as a result of any of the Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables,

subject to the following:

8.4.3 that the Issuer has given not more than 60 days' and not less than 30 days' notice to the Representative of the Noteholders and the Noteholders in accordance with Senior Notes Condition 17 (*Notices*) of its intention to redeem all (but not some only) of the Notes of each Class; and

8.4.4 that prior to giving such notice, the Issuer has provided to the Representative of the Noteholders:

(a) a certificate duly signed by an authorised representative of the Issuer on its behalf to the effect that the obligation to make a Tax Deduction or the imposition resulting in the total amount payable in respect of the Master Portfolio ceasing to be receivable by the Issuer cannot be avoided by taking measures reasonably available to the Issuer and not prejudicial to its interests as a whole; and

(b) a certificate duly signed by an authorised representative of the Issuer confirming that the Issuer will, on the relevant Payment Date, have the funds to discharge all of its outstanding liabilities in respect of the Senior Notes and any other payment in priority to or *pari passu* with the Senior Notes in accordance with the Post Trigger Notice Priority of Payments and all its outstanding liabilities in respect of the Junior Notes (or, in case of redemption in part of the Junior Notes, the relevant portion of its outstanding liabilities in respect of the Junior Notes, the Junior Noteholders having consented to such partial redemption) and any other payment ranking higher or *pari passu* therewith in accordance with the Post Trigger Notice Priority of Payments.

8.5 *Conclusiveness of certificates and opinions*

Any certificate or opinion given by or on behalf of the Issuer pursuant to Senior Notes Condition 8.3 (*Optional redemption*) or Senior Notes Condition 8.4 (*Optional redemption for taxation reasons*) may be relied upon by the Representative of the Noteholders without further investigation and shall be binding on the Noteholders and the Other Issuer Creditors.

8.6 *Calculation of Principal Payment Amount and Principal Amount Outstanding*

8.6.1 On each Calculation Date, the Issuer shall calculate or cause the Calculation Agent to calculate:

(a) the amount of the Issuer Available Funds;

(b) the aggregate principal payment (if any) due on each Senior Note on the next following Payment Date and the Principal Payment Amount (if any) due on each Senior Note; and

(c) the Principal Amount Outstanding of each Senior Note on the next following Payment Date (after deducting any principal payment due to be made on that Payment Date in relation to each Senior Note).

8.6.2 The principal amount redeemable in respect of each Senior Note (the "**Principal Payment Amount**") on any Payment Date shall be a *pro rata* share of the principal payment due in respect of such Senior Note, in accordance with the relevant Priority of Payments, on such date. The Principal Payment Amount is calculated by multiplying the Issuer Available Funds available to make the principal payment in respect of the Senior Notes, in accordance with the relevant Priority of Payments, on such date by a fraction, the numerator of which is the then Principal Amount Outstanding of each Senior Note and the denominator of which is the then Principal Amount Outstanding of all the Senior Notes, and rounding down the resultant figures to the nearest cent, provided always that no such Principal Payment Amount may exceed the Principal Amount Outstanding of the relevant Senior Note.

8.7 *Calculation by the Representative of the Noteholders in case of Issuer default*

If the Issuer does not at any time for any reason calculate (or cause the Calculation Agent to calculate) the Issuer Available Funds, the amount thereof available for principal payments in respect of each Senior Note, the Principal Payment Amount in respect of each Senior Note or the Principal Amount Outstanding in relation to each Senior Note in accordance with this Senior Notes Condition, such amounts shall be calculated by (or on behalf of) the Representative of the Noteholders in accordance with this Senior Notes Condition (based on information supplied to it by the Issuer or the Calculation Agent) and each such calculation shall be deemed to have been made by the Issuer.

8.8 *Notice of calculation of Principal Payment Amount and Principal Amount Outstanding*

The Issuer will cause each calculation of the Principal Payment Amount and Principal Amount Outstanding in relation to each Senior Note to be notified immediately after calculation (through the Payments Report or the Trigger Event Report) to the Representative of the Noteholders, the Principal Paying Agent, and, for so long as the Senior Notes are listed on the Official List of the Luxembourg Stock Exchange, the Luxembourg Stock Exchange and will cause notice of each calculation of a Principal Payment Amount and Principal Amount Outstanding in relation to each Senior Note to be given in accordance with Senior Notes Condition 17 (*Notices*) not later than two Business Days prior to each Payment Date.

8.9 *Notice Irrevocable*

Any such notice as is referred to in Senior Notes Condition 8.3 (Optional redemption), Senior Notes Condition 8.4 (*Optional redemption for taxation reasons*) and Senior Notes Condition 8.8 (*Notice of calculation of Principal Payment Amount and Principal Amount Outstanding*) shall be irrevocable and, upon the expiration of notice pursuant to Senior Notes Condition 8.3 (*Optional redemption*) or Senior Notes Condition 8.4 (*Optional redemption for taxation reasons*), the Issuer shall be bound to redeem the Senior Notes at their Principal Amount Outstanding.

8.10 *No purchase by Issuer*

The Issuer is not permitted to purchase any of the Notes at any time.

8.11 *Cancellation*

All Senior Notes redeemed in full will be cancelled forthwith by the Issuer and may not be resold or reissued.

9. **LIMITED RECOURSE AND NON PETITION**

9.1 *Noteholders not entitled to proceed directly against Issuer*

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the Obligations and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of the Obligations. In particular, each Party (other than the Issuer and the Representative of the Noteholders) agrees with and acknowledges to each of the Issuer and the Representative of the Noteholders, and the Representative of the Noteholders agrees with and acknowledges to the Issuer, that:

9.1.1 no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer, provided however that this Condition shall not prevent any Noteholder from taking any steps against the Issuer which do not amount to the commencement or to the threat of commencement of enforcement or insolvency proceedings against the Issuer or to procuring the appointment of an administrative receiver for or to the making of an administration order against or to the winding up or liquidation of the Issuer;

9.1.2 until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or, in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of all Noteholders and only if the representative(s) of the noteholders of all other securitisations undertaken by the Issuer, if any, have been so directed by the appropriate resolutions of their respective noteholders in accordance with the relevant transaction documents) shall

initiate or join any person in initiating an Insolvency Event in relation to the Issuer, unless a Trigger Notice has been served or an Insolvency Event has occurred and the Representative of the Noteholders, having become bound so to do, fails to take such actions as the Representative of the Noteholders is entitled to take under the Transaction Documents within a reasonable period of time and such failure is continuing (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholders may then only proceed subject to the provisions of this Conditions and the Rules, provided further that this Condition shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party; and

9.1.1. no Noteholder shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

9.2 *Limited recourse obligations of Issuer*

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

9.2.1 each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

9.2.2 sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of: (a) the aggregate amount of all sums due and payable to such Noteholder, and (b) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the Priority of Payments in priority to such sums and *pro rata* with any *pari passu* the sums payable to such Noteholder; and

9.2.3 if the Servicer has given evidence to the Representative of the Noteholders (and the Representative of the Noteholders is satisfied in this respect) that there is no reasonable likelihood of there being any further realisations in respect of the Master Portfolio and/or the other Segregated Assets which would be available to pay unpaid amounts outstanding under the Transaction Documents or the Notes and the Representative of the Noteholders has given notice on the basis of such certificate in accordance with Condition 17 (*Notices*) that there is no reasonable likelihood of there being any further realisations in respect of the Master Portfolio and/or the other Segregated Assets which would be available to pay amounts outstanding under the Transaction Documents, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

10. **PAYMENTS**

10.1 *Payments through Monte Titoli*

Payment of principal and interest on the Senior Notes and payment of principal, interest and Variable Return on the Junior Notes will be credited, according to the instructions of Monte Titoli, by the Principal Paying Agent on behalf of the Issuer to the accounts of the Monte Titoli

Account Holders in whose accounts with Monte Titoli the Notes are held and thereafter credited by such Monte Titoli Account Holders from such aforementioned accounts to the accounts of the beneficial owners of those Notes or through Euroclear and Clearstream to the accounts with Euroclear and Clearstream of the beneficial owners of those Notes, all in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, as the case may be.

10.2 *Payments subject to fiscal laws*

All payments in respect of the Notes are subject in each case to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

10.3 *Payments on Business Days*

Noteholders will not be entitled to any interest or other payment in consequence of any delay after the due date in receiving any amount due as a result of the due date not being a business day in the place of payment to such Noteholder.

10.4 *Change of Principal Paying Agent and appointment of additional paying agents*

The Issuer reserves the right, in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, at any time to vary or terminate the appointment of the Principal Paying Agent and to appoint additional or other Paying Agents, provided that for as long as the Senior Notes are listed on the Luxembourg Stock Exchange and should the rules of the Luxembourg Stock Exchange so require the Issuer will appoint and maintain a paying agent with a Specified Office in Luxembourg. The Issuer will cause at least 10 (ten) days' prior notice of any change in or addition to the Paying Agents or their Specified Offices to be given in accordance with Senior Notes Condition 17 (*Notices*).

11. **TAXATION**

11.1 *Payments free from Tax*

All payments in respect of the Notes will be made free and clear of and without withholding or deduction (other than a Decree 239 Deduction, where applicable) for any Taxes imposed, levied, collected, withheld or assessed by applicable law unless the Issuer, the Representative of the Noteholders, any Paying Agent or any other person is required by law to make any Tax Deduction. In that event the Issuer, the Representative of the Noteholders or such Paying Agent or other person (as the case may be) shall make such payments after such Tax Deduction and shall account to the relevant authorities for the amount so withheld or deducted.

11.2 *No payment of additional amounts*

None of the Issuer, the Representative of the Noteholders, the Paying Agents nor any other person will be obliged to pay any additional amounts to the Senior Noteholders as a result of any such Tax Deduction.

11.3 *Taxing jurisdiction*

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Senior Notes Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction.

11.4 *Tax Deduction not Trigger Event*

Notwithstanding that the Representative of the Noteholders, the Issuer, the Paying Agents or any other person are required to make a Tax Deduction this shall not constitute a Trigger Event.

12. TRIGGER EVENTS

12.1 *Trigger Events*

Each of the following events is a "**Trigger Event**".

12.1.1 *Non-payment*

The Issuer defaults in the payment of the amount of (A) interest due and payable on the Senior Notes and such default is not remedied within a period of five Business Days from the due date thereof and/or (B) principal due and payable on the Senior Notes and such default is not remedied within a period of fifteen Business Days from the due date thereof.

12.1.2 *Breach of other obligations*

The Issuer defaults in the performance or observance of any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of interest and repayment of principal on the Senior Notes) and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no notice requiring remedy will be required) such default remains unremedied for thirty days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the holders of the Senior Notes and requiring the same to be remedied

12.1.3 *Insolvency of the Issuer*

An Insolvency Event occurs with respect to the Issuer.

12.1.4 *Unlawfulness*

it is or will become unlawful for the Issuer (in any respect deemed by the Representative of the Noteholders to be materially prejudicial to the interests of the holders of the Senior Notes) to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

12.2 *Delivery of a Trigger Notice*

If a Trigger Event occurs, subject to Senior Notes Condition 14 (*Enforcement*) the Representative of the Noteholders may in its absolute discretion, or, if so directed by an Extraordinary Resolution of the holders of the Senior Notes then outstanding, shall, deliver a written notice (a "**Trigger Notice**") to the Issuer.

12.3 *Conditions to delivery of Trigger Notice*

Notwithstanding Senior Notes Condition 12.2 (*Delivery of a Trigger Notice*) the Representative of the Noteholders shall not be obliged to deliver a Trigger Notice unless:

12.3.1 in the case of the occurrence of any of the events mentioned in Senior Notes Condition 12.1.2 (*Breach of other obligations*) and Senior Notes Condition 12.1.4 (*Unlawfulness*) the Representative of the Noteholders shall have certified in writing that the occurrence of such event is in its sole opinion materially prejudicial to the interests of the Senior Noteholders; and

12.3.2 it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

12.4 *Consequences of delivery of Trigger Notice*

Upon the delivery of a Trigger Notice, all payments of principal and interest on the Senior Notes and payment of principal, interest and Variable Return on the Junior Notes and other amounts in respect of the Notes of each Class shall become immediately due and payable without further action or formality at their Principal Amount Outstanding, together with any accrued interest and shall be payable in accordance with the order of priority set out in Senior Notes Condition 6.3 (*Post Trigger Notice Priority of Payments*) and on such dates as the Representative of the Noteholders shall determine as being Payment Dates.

13. PURCHASE TERMINATION EVENTS

13.1 *Purchase Termination Event*

Each of the following events is a "**Purchase Termination Event**":

13.1.1 *Breach of obligations by the Originator:*

the Originator defaults in the performance or observance of any of its material obligations under or in respect of any of the Transaction Documents to which it is a party and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 30 days after the Representative of the Noteholders has given written notice thereof, to the Issuer and the Originator, declaring that such default is, in its reasonable opinion, materially prejudicial to the interest of the holders of the Senior Notes; or

13.1.2 *Insolvency of the Originator:*

(A) the Bank of Italy has filed with the Ministry of Economy and Finance an application for the commencement of a bankruptcy proceedings against the Originator, or an application for the declaration of insolvency of the Originator has been filed (unless such application is manifestly groundless and it is contested in good faith by the Originator), or the Originator has become subject to any of the procedures under articles 74 or 76 of the Consolidated Banking Act, or a resolution for the admission to such procedures has been resolved over by the Originator, or a resolution for the admission to a bankruptcy proceedings has been resolved over by the Originator; or

(B) the Originator takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of

fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

13.1.3 *Winding up of the Originator:*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the Originator; or

13.1.4 *Termination of Servicer's appointment*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the Originator; or

13.1.5 *Breach of representations and warranties by the Originator*

any representation and warranty given by the Servicer under or in respect of the Master Receivables Purchase Agreement or any Transaction Documents is untrue, false and misleading, and such breach (in the sole opinion of the Representative of the Noteholders) is materially prejudicial to the interest of the holders of the Senior Notes; or

13.1.6 *Arrears Ratio*

the Arrears Ratio calculated by reference to the immediately preceding Quarterly Collection Period is not higher than the Master Portfolio's Arrears Ratio for the Consecutive Payment Dates.

13.2 *Consequences of delivery of Purchase Termination Notice*

If a Purchase Termination Event occurs, then the Representative of the Noteholders:

13.2.1 in the case of a Purchase Termination Event under item (ii) above, may in its absolute discretion, or, shall if so directed by an Extraordinary Resolution of the holders of the Senior Notes then outstanding; and

13.2.2 in the case of the other Purchase Termination Events, shall,

deliver a written notice (a "**Purchase Termination Notice**") to the Issuer, the Calculation Agent, the Rating Agencies and the Originator. After the service of a Purchase Termination Notice from the Representative of the Noteholders, the Issuer shall refrain from purchasing any Further Portfolio under the Master Receivables Purchase Agreement.

14. ENFORCEMENT

14.1 *Proceedings*

At any time after a Trigger Notice has been delivered, the Representative of the Noteholders may, at its discretion and without further notice take such steps and/or institute such proceedings as it thinks fit to enforce repayment of the Notes and payment of accrued interest thereon but it shall not be bound to do so unless directed by an Extraordinary Resolution of the holders of the Senior Notes then outstanding and only if it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

14.2 *Directions to the Representative of the Noteholders*

The Representative of the Noteholders shall not be bound to take any action described in Senior Notes Condition 14.1 (*Proceedings*) and may take such action without having regard to the effect of such action on any individual Noteholder or on any Other Issuer Creditor, provided that the Representative of the Noteholders shall not, and shall not be bound to, act at the request or direction of the Noteholders of any Class other than the Senior Notes then outstanding unless:

14.2.1 to do so would not, in its sole opinion, be materially prejudicial to the interests of the Noteholders of the Classes of Notes ranking senior to such Class; or

14.2.2 (if the Representative of the Noteholders is not of that opinion) such action is sanctioned by an Extraordinary Resolution of the Noteholders of each Class ranking senior to such Class.

14.3 *Sale of Master Portfolio*

Following the delivery of a Trigger Notice the Representative of the Noteholders shall direct the Issuer to sell the Master Portfolio or a substantial part thereof only if so requested by an Extraordinary Resolution of the holders of the Senior Notes then outstanding and strictly in accordance with the instructions approved thereby.

15. **THE REPRESENTATIVE OF THE NOTEHOLDERS**

15.1 *The Organisation of the Noteholders*

The Organisation of the Noteholders shall be established upon and by virtue of the issue of the Notes and shall remain in force and in effect until repayment in full or cancellation of the Notes. The provisions relating to the Organisation of the Noteholders and the Representative of the Noteholders are contained in the Rules of the Organisation of the Noteholders.

15.2 *Appointment of the Representative of the Noteholders*

Pursuant to the Rules of the Organisation of the Noteholders there shall at all times be a Representative of the Noteholders.

16. **PRESCRIPTION**

Claims against the Issuer for payments in respect of the Notes shall be prescribed and shall become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the date on which a payment in respect thereof first becomes due and payable.

17. **NOTICES**

17.1 *Notices given through Monte Titoli*

Any notice regarding the Senior Notes, as long as the Senior Notes are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli.

17.2 *Notices in Luxembourg*

17.2.1 As long as the Senior Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of such exchange so require, any notice to Noteholders given by or on behalf of the Issuer shall also be published on the website of the Stock Exchange (www.bourse.lu). The website of the Stock Exchange does not form

part of the information provided for the purposes of this Prospectus. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner referred to above.

17.2.2 In addition, as so long as the Senior Notes are listed on the Luxembourg Stock Exchange, any notice regarding the Senior Notes to the relevant Noteholders shall be given in any other manner as required by the regulation applicable from time to time, including, in particular, Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 (the "**Transparency Directive**").

17.3 *Other method of giving Notice*

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to Noteholders if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Senior Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

18. **NOTIFICATIONS TO BE FINAL**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of these Senior Notes Conditions, whether by the Principal Paying Agent or any paying agent appointed under Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer or the Representative of the Noteholders shall (in the absence of gross negligence or wilful default) be binding on the Principal Paying Agent or any paying agent appointed under Senior Notes Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer, the Representative of the Noteholders and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Principal Paying Agent or any paying agent appointed under Senior Notes Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer or the Representative of the Noteholders in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretion hereunder.

19. **GOVERNING LAW AND JURISDICTION**

19.1 *Governing Law of Senior Notes*

The Senior Notes and any non-contractual obligations arising out of or in connection with them are governed by Italian law.

19.2 *Governing Law of Transaction Documents*

All the Transaction Documents and any non-contractual obligations arising out of or in connection with them are governed by Italian law.

19.3 *Jurisdiction of courts in relation to the Senior Notes*

The Courts of Milan are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Senior Notes and any non-contractual obligations arising out thereof or in connection therewith.

19.4 *Jurisdiction of courts in relation to the Transaction Documents*

The Courts of Milan are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with all the Transaction Documents and any non-contractual obligations arising out thereof or in connection therewith.

EXHIBIT TO THE TERMS AND CONDITIONS OF THE NOTES

RULES OF THE ORGANISATION OF THE NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

1 GENERAL

1.1 The Organisation of the Noteholders is created concurrently with the issue of and subscription for the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 (the "**Senior Notes**"), the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 (the "**Junior Notes**" and, together with the Senior Notes, the "**Notes**"), issued by Consumer Three S.r.l. and is governed by the Rules of the Organisation of the Noteholders set out therein ("**Rules**").

1.2 The Rules shall remain in force and effect until full repayment or cancellation of all the Notes.

1.3 The contents of the Rules are deemed to be an integral part of each Note issued by the Issuer.

2 DEFINITIONS AND INTERPRETATION

2.1 *Definitions*

2.1.1 In these Rules, the terms set out below have the following meanings:

"**Basic Terms Modification**" means any proposal:

(a) to change any date fixed for the payment of principal and interest on the Notes or payment of Variable Return on the Junior Notes;

(b) to reduce or cancel the amount of principal and interest due on any date on the Notes or payment of Variable Return due on any date on the Junior Notes or the rate of interest applicable in respect of a Class of Notes or to alter in any other way the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(c) to change the quorum required to validly hold any Meeting or the majority required to pass any Ordinary Resolution or Extraordinary Resolution;

(d) to change the currency in which payments due in respect of any Class of Notes are payable;

(e) to alter the priority of payments of interest , Variable Return or principal in respect of any of the Notes of any Class;

(f) to effect the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed;

(g) to resolve on the matter set out in Condition 9.1 (*Noteholders not entitled to proceed directly against Issuer*); or

(h) a change to this definition.

"**Blocked Notes**" means Notes which have been blocked in an account with a clearing system or otherwise are held to the order of or under the control of the Principal Paying Agent for the purpose of obtaining from the Principal Paying Agent a Block Voting Instruction or a Voting Certificate on terms that they will not be released until after the conclusion of the Meeting in respect of which the Block Voting Instruction or Voting Certificate is required.

"**Block Voting Instruction**" means, in relation to a Meeting, a document issued by the Principal Paying Agent:

(a) certifying that certain specified Notes are held to the order of the Principal Paying Agent or under its control or have been blocked in an account with a clearing system and will not be released until the earlier of:

(i) a specified date which falls after the conclusion of the Meeting; and

(ii) the surrender to the Principal Paying Agent not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption) of the confirmation that the Notes are Blocked Notes and notification of the release thereof by the Principal Paying Agent to the Issuer and Representative of the Noteholders;

(b) certifying that the Holder of the relevant Blocked Notes or a duly authorised person on its behalf has notified the Principal Paying Agent that the votes attributable to such Notes are to be cast in a particular way on each resolution to be put to the Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked;

(c) listing the total number of such specified Blocked Notes, distinguishing between those in respect of which instructions have been given to vote for, and against, each resolution; and

(d) authorising a named individual in respect of the relevant Blocked Notes to vote in accordance with such instructions.

"**Chairman**" means, in relation to a Meeting, the individual who takes the chair in accordance with Article 8 (*Chairman of the Meeting*) of the Rules.

"**Conditions**" means, as applicable, a condition of the Senior Notes Conditions or of the Junior Notes Conditions.

"**Extraordinary Resolution**" means a resolution validly passed at a Meeting, duly convened and held in accordance with the provisions contained in the Rules, by a majority of not less than three quarters of the votes cast.

"**Holder**" in respect of a Note means the ultimate owner of such Note.

"**Junior Notes**" means the Class J Notes.

"**Junior Notes Conditions**" means the terms and conditions of the Junior Notes as from time to time modified in accordance with the provisions herein contained and including any other document expressed to be supplemental thereto and any reference to a particular numbered Junior Notes Condition shall be construed accordingly.

"**Meeting**" means a meeting of Noteholders of any Class or Classes whether originally convened or resumed following an adjournment.

"**Monte Titoli**" means Monte Titoli S.p.A.

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli (as intermediari aderenti) in accordance with article 83-quater of the Financial Laws Consolidation Act and includes any depositary banks approved by Clearstream and Euroclear.

"**Most Senior Class of the Notes**" means the Senior Notes, while they remain outstanding, thereafter the Junior Notes while they remain outstanding.

"**Ordinary Resolution**" means any resolution validly passed at a Meeting, duly convened and held in accordance with the provisions contained in the Rules, by a majority of the vote cast.

"**Proxy**" means a person appointed to vote under a Voting Certificate as a proxy or the person appointed to vote under a Block Voting Instruction, in each case, other than:

(a) any person whose appointment has been revoked and in relation to whom the Principal Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and

(b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed.

"**Resolutions**" means Ordinary Resolutions and Extraordinary Resolutions collectively.

"**Senior Notes**" means the Class A Notes.

"**Senior Notes Conditions**" means the terms and conditions of the Senior Notes, as from time to time modified in accordance with the provisions herein contained and including any agreement or other document expressed to be supplemental thereto and any reference to a particular numbered Senior Notes Condition shall be construed in relation to the Senior Notes accordingly.

"**Specified Office**" means (i) with respect to the Principal Paying Agent (a) the office specified against its name in Clause 22.3 (*Addresses*) of the Cash Allocation, Management and Payments Agreement; or (b) such other office as the Principal Paying Agent may specify in accordance with clause 17.10 (*Change in Specified Offices*) of the Cash Allocation, Management and Payment Agreement and (ii) with respect to any additional or other paying agent appointed pursuant to Condition 10.4 (*Change of Paying Agent and appointment of additional paying agents*) and the provisions of the Cash Allocation, Management and Payments Agreement, the specified office notified to the Noteholders upon notification of the appointment of each such paying agent in accordance with Condition 10.4 (*Change of Paying Agent and appointment of additional paying agents*) and in each such case, such other address as it may specify in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**Transaction Party**" means any person who is a party to a Transaction Document.

"**Trigger Event**" means any of the events described in Condition 12 (*Trigger Events*).

"**Trigger Notice**" means a notice described as such in Condition 12.2 (*Delivery of Trigger Notice*).

"**Voter**" means, in relation to any Meeting, the Holder or a Proxy named in a Voting Certificate, the bearer of a Voting Certificate issued by the Principal Paying Agent or a Proxy named in a Block Voting Instruction.

"**Voting Certificate**" means, in relation to any Meeting:

(a) a certificate issued by a Monte Titoli Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended from time to time; or

(b) a certificate issued by the Principal Paying Agent stating that:

(i) Blocked Notes will not be released until the earlier of:

(a) a specified date which falls after the conclusion of the Meeting; and

(b) the surrender of such certificate to the Principal Paying Agent; and

(ii) the bearer of the certificate is entitled to attend and vote at such Meeting in respect of such Blocked Notes.

"**Written Resolution**" means a resolution in writing signed by or on behalf of all Noteholders of the relevant Class or Classes who at any relevant time are entitled to participate in a Meeting in accordance with the provisions of these Rules, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders.

"**24 hours**" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Principal Paying Agent has its Specified Office.

"**48 hours**" means 2 consecutive periods of 24 hours.

(a) Any reference below to a "Class" of Notes or a "Class" of Noteholders shall be a reference to the Senior Notes and the Senior Noteholders or the Junior Notes and the Junior Noteholders, as the case may be, or to the respective ultimate owners thereof.

(b) Unless otherwise provided in these Rules, or the context requires otherwise, words and expressions used in the Rules shall have the meanings and the constructions ascribed to them in the Conditions.

2.2 *Interpretation*

2.2.1 Any reference herein to an "**Article**" shall, except where expressly provided to the contrary, be a reference to an article of these Rules.

2.2.2 A "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred.

2.2.3 Any reference to any person defined as a "**Transaction Party**" in these Rules or in any Transaction Document or the Conditions shall be construed so as to include its and any subsequent successors and transferees in accordance with their respective interests.

3 PURPOSE OF THE ORGANISATION

3.1 Each Noteholder is a member of the Organisation of the Noteholders.

3.2 The purpose of the Organisation of the Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, to take any action necessary or desirable to protect the interest of the Noteholders.

TITLE II

MEETINGS OF THE NOTEHOLDERS

4 VOTING CERTIFICATES AND BLOCK VOTING INSTRUCTIONS

4.1 *Issue*

4.1.1 A Noteholder may obtain a Voting Certificate in respect of a Meeting by requesting its Monte Titoli Account Holder to issue a certificate in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended from time to time.

4.1.2 A Noteholder may also obtain a Voting Certificate from the Principal Paying Agent or require the Principal Paying Agent to issue or obtain (as the case may be) a Block Voting Instruction by arranging for Notes to be (to the satisfaction of the Principal Paying Agent) held to its order or under its control or blocked in an account in a clearing system (other than Monte Titoli) not later than 48 hours before the time fixed for the relevant Meeting.

4.2 *Expiry of validity*

A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Notes to which it relates.

4.3 *Deemed holder*

So long as a Voting Certificate or Block Voting Instruction is valid, the party named therein as Holder or Proxy, in the case of a Voting Certificate issued by a Monte Titoli Account Holder, the bearer thereof, in the case of a Voting Certificate issued by a Principal Paying Agent, and any Proxy named therein in the case of a Block Voting Instruction issued by the Principal Paying Agent shall be deemed to be the Holder of the Notes to which it refers for all purposes in connection with the Meeting to which such Voting Certificate or Block Voting Instruction relates.

4.4 *Mutually exclusive*

A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

4.5 *References to the blocking or release*

Reference to the blocking or release of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of any relevant clearing system.

5 VALIDITY OF BLOCK VOTING INSTRUCTIONS AND VOTING CERTIFICATES

A Block Voting Instruction or a Voting Certificate issued by a Monte Titoli Account Holder shall be valid only if it is deposited at the Specified Office of the Principal Paying Agent, or at any other place approved by the Representative of the Noteholders, at least 24 hours before the time of the relevant Meeting. If such a Block Voting Instruction or Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, satisfactory evidence of the identity of each Proxy named in a Block Voting Instruction or of each Holder or Proxy named in a Voting Certificate issued by a Monte Titoli Account Holder shall be produced at the Meeting but the Representative of the Noteholders shall not be

obliged to investigate the validity of a Block Voting Instruction or Voting Certificate or the identity of any Proxy named in a Voting Certificate or Block Voting Instruction or the identity of any Holder named in a Voting Certificate issued by a Monte Titoli Account Holder.

6 CONVENING A MEETING

6.1 *Convening a Meeting*

The Representative of the Noteholders or the Issuer may convene separate or combined Meetings of the Noteholders of any Class or Classes at any time and the Representative of the Noteholders shall be obliged to do so upon the request in writing by Noteholders representing at least one-tenth of the aggregate Principal Amount Outstanding of the outstanding Notes of the relevant Class or Classes.

6.2 *Meetings convened by Issuer*

Whenever the Issuer is about to convene a Meeting, it shall immediately give notice in writing to the Representative of the Noteholders specifying the proposed day, time and place of the Meeting, and the items to be included in the agenda.

6.3 *Time and place of Meetings*

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Noteholders.

6.4 *Meetings via audio conference or teleconference*

Meetings may be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

6.4.1 the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

6.4.2 the person drawing up the minutes may hear well the meeting events being the subject-matter of the minutes;

6.4.3 each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

6.4.4 the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or video-conference equipment; and

6.4.5 for the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be.

7 NOTICE

7.1 *Notice of meeting*

At least 21 days' notice (exclusive of the day notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place of the Meeting, must be given to the relevant Noteholders, the Principal Paying Agent and the other Paying Agents, with a copy to the Issuer, where the Meeting is convened by the Representative of the Noteholders, or with a copy to the Representative of the Noteholders, where the Meeting is convened by the Issuer.

7.2 *Content of notice*

The notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Noteholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that Voting Certificate for the purpose of such Meeting may be obtained from a Monte Titoli Account Holder in accordance with the provisions of the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended from time to time and that for the purpose of obtaining Voting Certificates from the Principal Paying Agent or appointing Proxies under a Block Voting Instruction, Notes must (to the satisfaction of the Principal Paying

Agent) be held to the order of or placed under the control of the Principal Paying Agent or blocked in an account with a clearing system not later than 48 hours before the relevant Meeting.

7.3 *Validity notwithstanding lack of notice*

A Meeting is valid notwithstanding that the formalities required by this Article 7 are not complied with if the Holders of the Notes constituting the Principal Amount Outstanding of all outstanding Notes, the Holders of which are entitled to attend and vote, are represented at such Meeting and the Issuer and the Representative of the Noteholders are present at the Meeting.

8 CHAIRMAN OF THE MEETING

8.1 *Appointment of Chairman*

An individual (who may, but need not be, a Noteholder), nominated by the Representative of the Noteholders may take the chair at any Meeting, but if:

8.1.1 the Representative of the Noteholders fails to make a nomination; or

8.1.2 the individual nominated declines to act or is not present within 15 minutes after the time fixed for the Meeting,

the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

8.2 *Duties of Chairman*

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate, and defines the terms for voting.

8.3 *Assistance to Chairman*

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

9 QUORUM

9.1 The quorum required to validly hold any Meeting convened to vote on:

9.1.1 an Ordinary Resolution relating to a Meeting of a particular Class or Classes will be at least one Voter holding or representing at least one tenth of the Principal Amount Outstanding of the Notes then outstanding in that Class or these Classes or, at any adjourned Meeting at least one Voter being or representing Noteholders of that Class or these Classes whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented in such Class or Classes;

9.1.2 an Extraordinary Resolution, other than in respect of a Basic Terms Modification, relating to a Meeting of a particular Class or Classes of Notes, will be at least one Voter holding or representing at least two thirds of the Principal Amount Outstanding of the Notes then outstanding in that Class or those Classes, or at an adjourned Meeting, at least one Voter being or representing Noteholders of that Class or those Classes whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented in such Class or Classes;

9.1.3 an Extraordinary Resolution, in respect of a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), will be at least one Voter holding or representing at least three quarters of the Principal Amount Outstanding of the Notes then outstanding in the relevant Class, or at an adjourned Meeting, at least one Voter being or representing Noteholders of that Class whatever the Principal Amount Outstanding of the Notes so held or represented in such Class.

10 ADJOURNMENT FOR WANT OF QUORUM

10.1 If a quorum is not present within 15 minutes after the time fixed for any Meeting:

10.2 if such Meeting was requested by Noteholders, the Meeting shall be dissolved; and

10.3 in any other case, the Meeting (unless the Issuer and the Representative of the Noteholders otherwise agree) shall, subject to paragraphs 10.2.1 and 10.2.2 below, be adjourned to a new date no earlier than 14 days and no later than 42 days after the original date of such Meeting, and to such place as the Chairman determines with the approval of the Representative of the Noteholders provided that:

10.3.1 no Meeting may be adjourned more than once for want of a quorum; and

10.3.2 the Meeting shall be dissolved if the Issuer and the Representative of the Noteholders together so decide.

11 ADJOURNED MEETING

Except as provided in Article 10 (*Adjournment for want of a quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place. No business shall be transacted at any adjourned Meeting except business which might have been transacted at the Meeting from which the adjournment took place.

12 NOTICE FOLLOWING ADJOURNMENT

12.1 *Notice required*

Article 7 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a quorum except that:

12.1.1 10-days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be sufficient; and

12.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

12.2 *Notice not required*

It shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 10 (*Adjournment for want of a quorum*).

13 PARTICIPATION

The following categories of persons may attend and speak at a Meeting:

13.1 Voters;

13.2 the directors and the auditors of the Issuer;

13.3 representatives of the Issuer, the Servicer and the Representative of the Noteholders;

13.4 financial advisers to the Issuer and the Representative of the Noteholders;

13.5 legal advisers to the Issuer and the Representative of the Noteholders;

13.6 any other person authorised by virtue of a resolution of such Meeting or by the Representative of the Noteholders.

14 VOTING BY SHOW OF HANDS

14.1 Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands.

14.2 Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed or passed by a particular majority or rejected, or rejected by a particular majority, shall be conclusive without proof of the number of votes cast for, or against, the resolution.

15 VOTING BY POLL

15.1 *Demand for a poll*

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters representing or holding not less than one-fiftieth of the Principal Amount Outstanding of the outstanding Notes conferring the right to vote at the Meeting. A poll may be taken immediately or after such adjournment as is decided by the Chairman but any poll demanded on the election of a Chairman or on any question of

adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business.

15.2 *The Chairman and a poll*

The Chairman sets the conditions for the voting, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the terms specified by the Chairman shall be null. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

16 VOTES

16.1 *Voting*

Each Voter shall have:

16.1.1 on a show of hands, one vote; and

16.1.2 on a poll, one vote for each €1 in aggregate face amount of outstanding Notes represented or held by the Voter.

16.2 *Block Voting Instruction*

Unless the terms of any Block Voting Instruction or Voting Certificate appointing a Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes he exercises the same way.

16.3 *Voting tie*

In the case of a voting tie, the relevant resolution shall be deemed to have been rejected.

17 VOTING BY PROXY

17.1 *Validity*

Any vote by a Proxy in accordance with the relevant Block Voting Instruction or Voting Certificate appointing a Proxy shall be valid even if such Block Voting Instruction or any instruction pursuant to which it has been given had been amended or revoked provided that none of the Issuer, the Representative of the Noteholders or the Chairman, has been notified in writing of such amendment or revocation at least 24 hours prior to the time set for the relevant Meeting.

17.2 *Adjournment*

Unless revoked, the appointment of a Proxy under a Block Voting Instruction or Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment save that no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any person appointed to vote at such Meeting must be re-appointed under a Block Voting Instruction or Voting Certificate to vote at the Meeting when it is resumed.

18 ORDINARY RESOLUTIONS

18.1 *Powers exercisable by Ordinary Resolution*

Subject to Article 19 (*Extraordinary Resolutions*), a Meeting shall have power exercisable by Ordinary Resolution, to:

18.1.1 grant any authority, order or sanction which, under the provisions of these Rules, the Conditions, is required to be the subject of an Ordinary Resolution or required to be the subject of a resolution or determined by a Meeting and not required to be the subject of an Extraordinary Resolution; and

18.1.2 to authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

18.2 *Ordinary Resolution of a single Class*

No Ordinary Resolution of any Class of Noteholders shall be effective unless it is sanctioned by an Ordinary Resolution of the Holders of each of the other Classes of Notes ranking *pari passu* with or senior to such Class (to the extent that there are Notes outstanding ranking *pari passu* with or senior to such Class), unless the Representative of the Noteholders considers that none of the Holders of each of the other Classes of Notes ranking *pari passu* with or senior to such Class would be materially adversely affected by the absence of such sanction.

19 EXTRAORDINARY RESOLUTIONS

19.1 A Meeting, in addition to any powers assigned to it in the Conditions, shall have power exercisable exclusively by Extraordinary Resolution to:

19.1.1 approve any Basic Terms Modification;

19.1.2 approve any modification, abrogation, variation or compromise of the provisions of these Rules, the Conditions or of any Transaction Document or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes which, in any such case, is not a Basic Terms Modification and which shall be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

19.1.3 in accordance with Article 28 (*Appointment, Removal and Remuneration*), appoint and remove the Representative of the Noteholders;

19.1.4 authorise or instruct the Representative of the Noteholders to issue a Trigger Notice as a result of a Trigger Event pursuant to Condition 12;

19.1.5 discharge or exonerate, including retrospectively, the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;

19.1.6 grant any authorisation or approval, which, under the provisions of these Rules or of the Conditions or under any Transaction Document, must be granted by an Extraordinary Resolution;

19.1.7 authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

19.1.8 waive any breach or authorise any proposed breach by the Issuer or (if relevant) any other Transaction Party of its obligations under or in respect of these Rules, the Notes or any other Transaction Document or any act or omission which might otherwise constitute a Trigger Event under the Notes or which shall be proposed by the Issuer and/or the Representative of the Noteholders;

19.1.9 appoint any persons as a committee to represent the interests of the Noteholders and confer on any such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution;

19.1.10 authorise the Representative of the Noteholders (subject to its being indemnified and/or secured to its satisfaction) and/or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

19.1.11 instruct the Representative of the Noteholders to direct the Issuer to sell the Master Portfolio or a substantial part thereof in accordance with the Conditions and the Intercreditor Agreement;

19.1.12 authorise or forbid a Noteholder to bring individual actions or using other individual remedies to enforce his/her rights under the Notes under Article 26.

19.2 *Basic Terms Modification*

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes then outstanding.

19.3 *Extraordinary Resolution of a single Class*

No Extraordinary Resolution of any Class of Noteholders to approve any matter (other than a Basic Terms Modification) shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes ranking *pari passu* with or senior to such Class (to the extent that there are Notes outstanding ranking *pari passu* with or senior to such Class), unless the Representative of the Noteholders considers that none of the Holders of each of the other Classes of Notes ranking *pari passu* with or senior to such Class would be materially adversely affected by the absence of such sanction.

20 EFFECT OF RESOLUTIONS

20.1 *Binding Nature*

Subject to Article 18.2 (*Ordinary Resolution of a single Class*), Article 19.2 (*Basic Terms Modification*) and Article 19.3 (*Extraordinary Resolution of a single Class*) which take priority over the following, any resolution passed at a Meeting of the Noteholders of one or more Classes of Notes duly convened and held in accordance with the Rules shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not voting and any resolution passed at a Meeting of the Senior Noteholders duly convened and held as aforesaid shall also be binding upon all the Junior Noteholders and all of the relevant Classes of Noteholders shall be bound to give effect to any such resolutions accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.

20.2 *Notice of Voting Results*

Notice of the results of every vote on a Resolution duly considered by Noteholders shall be published (at the cost of the Issuer) in accordance with the Conditions and given to the Paying Agents (with a copy to the Issuer and the Representative of the Noteholders within 14 days of the conclusion of each Meeting).

21 CHALLENGE TO RESOLUTIONS

Any absent or dissenting Noteholder has the right to challenge Resolutions which are not passed in compliance with the provisions of the Rules.

22 MINUTES

Minutes shall be made of all resolutions and proceedings of each Meeting. The Minutes shall be signed by the Chairman and shall be prima facie evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted at such Meeting shall be regarded as having been duly passed and transacted. The Minutes shall be recorded in the minute book of Meetings of Noteholders maintained by the Issuer (or the Corporate Servicer on behalf of the Issuer).

23 WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by Ordinary Resolution, as if it were an Ordinary Resolution.

24 JOINT MEETINGS

Subject to the provisions of the Rules, the Conditions, joint Meetings of the Noteholders may be held to consider the same Ordinary Resolution or Extraordinary Resolution and the provisions of the Rules shall apply mutatis mutandis thereto.

25 SEPARATE AND COMBINED MEETINGS OF NOTEHOLDERS

25.1 The following provisions shall apply in respect of Meetings where outstanding Notes belong to more than one Class:

25.1.1 business which, in the sole opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the Noteholders of such Class;

25.1.2 business which, in the sole opinion of the Representative of the Noteholders, affects more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the Noteholders of one Class of Notes and the Noteholders of any other Class of Notes shall be transacted either at separate Meetings of the Noteholders of each such Class of Notes or at a single Meeting of the Noteholders of all

such Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion; and

25.1.3 business which, in the sole opinion of the Representative of the Noteholders, affects the Noteholders of more than one Class of Notes and gives rise to an actual or potential conflict of interest between the Noteholders of one such Class of Notes and the Noteholders of any other Class of Notes shall be transacted at separate Meetings of the Noteholders of each such Class.

26 INDIVIDUAL ACTIONS AND REMEDIES

26.1 Each Noteholder has accepted and is bound by the provisions of Condition 9 (*Limited recourse and non petition*) and, accordingly, if any Noteholder is considering bringing individual actions or using other individual remedies to enforce his/her rights under the Notes, any such action or remedy shall be subject to a Meeting not passing an Ordinary Resolution objecting to such individual action or other remedy on the grounds that it is not consistent with such Condition. In this respect, the following provisions shall apply:

26.1.1 the Noteholder intending to enforce his/her rights under the Notes will notify the Representative of the Noteholders of his/her intention;

26.1.2 the Representative of the Noteholders will, without delay, call a Meeting in accordance with the Rules;

26.1.3 if the Meeting passes an Extraordinary Resolution objecting to the enforcement of the individual action or remedy, the Noteholder will be prevented from taking such action or remedy (without prejudice to the fact that after a reasonable period of time, the same matter may be resubmitted for review of another Meeting); and

26.1.4 if the Meeting of Noteholders does not object to an individual action or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution.

26.2 No Noteholder will be allowed to take any individual action or remedy to enforce his/her rights under the Notes unless a Meeting of the holders of the Most Senior Class of Notes has been held to resolve on such action or remedy in accordance with the provisions of this Article and provided that the noteholders of all other securitisations undertaken by the Issuer, if any, have so resolved in accordance with the relevant transaction documents.

27 FURTHER REGULATIONS

Subject to all other provisions contained in these Rules, the Representative of the Noteholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Noteholders in its sole discretion may decide.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

28 APPOINTMENT, REMOVAL AND REMUNERATION

28.1 *Appointment*

The appointment of the Representative of the Noteholders takes place by Extraordinary Resolution of the Most Senior Class of Noteholders in accordance with the provisions of this Article 28, except for the appointment of the first Representative of the Noteholders which will be Securitisation Services S.p.A.

28.2 *Identity of Representative of the Noteholders*

The Representative of the Noteholders shall be:

28.2.1 a bank incorporated in any jurisdiction of the European Union, or a bank incorporated in any other jurisdiction acting through an Italian branch; or

28.2.2 a company or financial institution enrolled with the register held by the Bank of Italy pursuant to article 106

of the Consolidated Banking Act or otherwise complying with the provisions of Italian Legislative Decree 13 August 2010 No. 141 as subsequently amended and the relevant implementing regulations applicable to it as a financial intermediary; or

28.2.3 any other entity which is not prohibited from acting in the capacity of Representative of the Noteholders pursuant to the law.

The directors and auditors of the Issuer and those who fall within the conditions set out in article 2399 of the Italian civil code cannot be appointed as Representative of the Noteholders, and if appointed as such they shall be automatically removed.

28.3 *Duration of appointment*

Unless the Representative of the Noteholders is removed by Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes pursuant to Article 19 (*Extraordinary Resolutions*) or resigns pursuant to Article 29 (*Resignation of the Representative of the Noteholders*), it shall remain in office until full repayment or cancellation of all the Notes.

28.4 *After termination*

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such representative shall remain in office until the substitute Representative of the Noteholders, which shall be an entity specified in Article 28.2 (*Identity of Representative of the Noteholders*), accepts its appointment and has entered into or acceded to the Intercreditor Agreement and the other Transaction Documents to which the terminated Representative of the Noteholders was a party, and the powers and authority of the Representative of the Noteholders the appointment of which has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions required in connection with the Notes.

28.5 *Remuneration*

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders from the Issue Date, as agreed either in the initial agreement(s) for the issue of and subscription for the Notes or in a separate fee letter. Such fees shall accrue from day to day and shall be payable in accordance with the Priority of Payments up to (and including) the date when the Notes shall have been repaid in full or cancelled in accordance with the Conditions.

29 RESIGNATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders may resign at any time by giving at least three calendar months' written notice to the Issuer, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until a new Representative of the Noteholders has been appointed in accordance with Article 28.1 (*Appointment*) and such new Representative of the Noteholders has accepted its appointment and entered into or acceded to the Intercreditor Agreement and the other Transaction Documents to which the terminated Representative of the Noteholders was a party provided that if Noteholders fail to select a new Representative of the Noteholders within three months of written notice of resignation delivered by the Representative of the Noteholders, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to Article 28.2 (*Identity of the Representative of the Noteholders*).

30 DUTIES AND POWERS OF THE REPRESENTATIVE OF THE NOTEHOLDERS

30.1 *Representative of the Noteholders is legal representative*

The Representative of the Noteholders is the legal representative of the Organisation of the Noteholders and has the power to exercise the rights conferred on it by the Transaction Documents in order to protect the interests of the Noteholders.

30.2 *Meetings and Resolutions*

Unless any Resolution provides to the contrary, the Representative of the Noteholders is responsible for implementing all Resolutions of the Noteholders. The Representative of the Noteholders has the right to convene and attend Meetings to propose any course of action which it considers from time to time necessary or desirable.

30.3 *Delegation*

The Representative of the Noteholders may in the exercise of the powers, discretions and authorities vested in it by these Rules and the Transaction Documents:

30.3.1 act by responsible officers or a responsible officer for the time being of the Representative of the Noteholders;

30.3.2 whenever it considers it expedient and in the interest of the Noteholders, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any delegation pursuant to Article 30.3.2 may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Noteholders may think fit in the interest of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by reason of any misconduct, omission or default on the part of such delegate or sub-delegate, unless the Representative of the Noteholders has been negligent in the selection of the delegate or sub-delegate and shall be responsible for the instructions given by it to such delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer and the Senior Noteholders of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer and the Senior Noteholders of the appointment of any sub-delegate as soon as reasonably practicable.

30.4 *Judicial Proceedings*

The Representative of the Noteholders is authorised to initiate and to represent the Organisation of the Noteholders in any judicial proceedings including Insolvency Proceedings.

30.5 *Consents given by Representative of Noteholders*

Any consent or approval given by the Representative of the Noteholders under these Rules and any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders deems appropriate and notwithstanding anything to the contrary contained in these Rules or in the Transaction Documents such consent or approval may be given retrospectively. Any such consent or approval given by the Representative of the Noteholders shall be notified by the Representative of the Noteholders to the Rating Agencies.

30.6 *Discretions*

Save as expressly otherwise provided herein, the Representative of the Noteholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Noteholders by these Rules or by operation of law and the Representative of the Noteholders shall not be responsible for any loss, costs, damages, expenses or other liabilities that may result from the exercise or non-exercise thereof except insofar as the same are incurred as a result of its gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

30.7 *Obtaining instructions*

In connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, the Representative of the Noteholders has the right (but not the obligation) to convene a Meeting or Meetings in order to obtain the Noteholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Noteholders shall be entitled to request that the Noteholders indemnify it and/or provide it with security as specified in Article 31.2 (*Specific limitations*).

30.8 *Trigger Events and Purchase Termination Event*

Without prejudice to Condition 12.2 and Condition 13.2, the Representative of the Noteholders may certify whether or not a Trigger Event or a Purchase Termination Event is in its sole opinion materially prejudicial to the interests of the Noteholders and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Transaction Documents.

30.9 *Remedy*

The Representative of the Noteholders may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of the Rules, the Notes or any other Transaction Documents may be remedied, and if the Representative of the Noteholders certifies that any such default is, in its sole opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Securitisation.

31 EXONERATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

31.1 *Limited obligations*

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

31.2 *Specific limitations*

Without limiting the generality of Article 31.1, the Representative of the Noteholders:

31.2.1 shall not be under any obligation to take any steps to ascertain whether a Trigger Event, a Purchase Termination Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under any other Transaction Document, has occurred and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Trigger Event, Purchase Termination Event or such other event, condition or act has occurred;

31.2.2 shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any other parties of their obligations contained in these Rules, the Transaction Documents or the Conditions and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that the Issuer and each other party to the Transaction Documents are duly observing and performing all their respective obligations;

31.2.3 except as expressly required in the Rules or any Transaction Document, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Transaction Document;

31.2.4 unless and to the extent ordered so to do by a court of competent jurisdiction, shall not be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information, it being understood that in the event that the Representative of the Noteholders discloses any of such information, such information shall have to be disclosed to all the Noteholders and Other Issuer Creditors at the same time;

31.2.5 shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Transaction Document, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

(a) the nature, status, creditworthiness or solvency of the Issuer;

(b) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection with the Notes or the Master Portfolio;

(c) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;

(d) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Master Portfolio; and

(e) any accounts, books, records or files maintained by the Issuer, the Servicer and the Principal Paying Agent or any other person in respect of the Master Portfolio;

31.2.6 shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

31.2.7 shall have no responsibility for procuring or maintaining any rating or listing of the Notes by any credit or rating agency or any other person;

31.2.8 shall not be responsible for or for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Representative of the Noteholders contained herein or in any Transaction Document or any certificate, document or agreement relating thereto or produced by any Party to the Transaction Documents or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;

31.2.9 shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or any Transaction Document;

31.2.10 shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer in relation to the Master Portfolio or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;

31.2.11 shall not be under any obligation to guarantee or procure the repayment of the Master Portfolio or any part thereof;

31.2.12 shall not be responsible for reviewing or investigating any report relating to the Master Portfolio provided by any person;

31.2.13 shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Master Portfolio or any part thereof;

31.2.14 shall not be responsible (except as expressly provided in the Conditions) for making or verifying any determination or calculation in respect of the Notes, the Master Portfolio or any Transaction Document;

31.2.15 shall not be under any obligation to insure the Master Portfolio or any part thereof;

31.2.16 shall not have any liability for any loss, liability, damages claim or expense directly or indirectly suffered or incurred by the Issuer, any Noteholder, any Other Issuer Creditor or any other person as a result of the delivery by the Representative of the Noteholders of a certificate of material prejudice pursuant to Condition 12.1.2 or Condition 13.1.1 in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders.

31.3 *Specific Permissions*

31.3.1 When in the Rules or any Transaction Document the Representative of the Noteholders is required in connection with the exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, the Representative of the Noteholders shall have regard to the interests of the Noteholders as a class and shall not be obliged to have regarded to the consequences of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled, resident in or otherwise connected with or subject to the jurisdiction of any particular territory or taxing authority.

31.3.2 The Representative of the Noteholders shall, as regards the exercise and performance of the powers, authorities, duties and discretions vested in it by the Transaction Documents, except where expressly provided otherwise herein or therein, have regard to the interests of both the Noteholders and the Other Issuer Creditors but if, in the sole opinion of the Representative of the Noteholders, there is a conflict between their interests the Representative of the Noteholders will have regard solely to the interest of the Noteholders in accordance with Article 31.3.3.

31.3.3 Where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its sole opinion, there is a conflict between the interests of the Holders of different Classes of Notes, the Representative of the Noteholders will consider only the interests of the Holders of the Most Senior Class of

Notes.

31.3.4 The Representative of the Noteholders may refrain from taking any action or exercising any right, power, authority or discretion vested in it under these Rules or any Transaction Document or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all costs, charges, damages, expenses and liabilities which may be suffered, incurred or sustained by it as a result. Nothing contained in the Rules or any of the other Transaction Documents shall require the Representative of the Noteholders to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.4 *Notes held by Issuer*

The Representative of the Noteholders may assume without enquiry that no Notes are, at any given time, held by or for the benefit of the Issuer.

31.5 *Illegality*

No provision of the Rules shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations or to expend moneys or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Representative of the Noteholders may refrain from taking any action which would or might, in its sole opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action. The Representative of the Noteholders may do anything which, in its sole opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

32 Reliance on Information

32.1 *Advice*

The Representative of the Noteholders may act on the advice of, a certificate or opinion of or any written information obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise and shall not, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders, be responsible for any loss incurred by so acting.

32.2 *Transmission of Advice*

Any opinion, advice, certificate or information referred to in Article 32.1 (*Advice*) may be sent or obtained by letter, telegram, e-mail or fax transmission and the Representative of the Noteholders shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic.

32.3 *Certificates of Issuer*

The Representative of the Noteholders may call for, and shall be at liberty to accept as sufficient evidence:

32.3.1 as to any fact or matter prima facie within the Issuer's knowledge, a certificate duly signed by an authorised representative of the Issuer on its behalf;

32.3.2 that such is the case, a certificate of an authorised representative of the Issuer on its behalf to the effect that any particular dealing, transaction, step or thing is expedient; and

32.3.3 as sufficient evidence that such is the case, a certificate signed by an authorised representative of the Issuer on its behalf to the effect that the Issuer has sufficient funds to make an optional redemption under the Conditions.

32.3.4 and the Representative of the Noteholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless any of its

officers responsible for the administration of the Securitisation shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

32.4 *Resolution or direction of Noteholders*

The Representative of the Noteholders shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect whereof minutes have been made and signed or a direction of the requisite percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the giving of the direction was not valid or binding upon the Noteholders.

32.5 *Certificates of Monte Titoli Account Holders*

The Representative of the Noteholders, in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

32.6 *Clearing Systems*

The Representative of the Noteholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Representative of the Noteholders considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Notes.

32.7 *Rating Agencies*

The Representative of the Noteholder may, in forming his opinion whether the exercise of any power, authority, duty or discretion under or in relation hereto or to the Notes, the Conditions or any Transaction Document would adversely affect the interests of the holders of the Most Senior Class of Notes, *inter alia*, contact the holders of the Most Senior Class of Notes and have regard to any other confirmation which it considers, in its sole and absolute discretion, as necessary and/or appropriate. If the Representative of the Noteholders, in order properly to exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agencies as to how a specific act would affect any outstanding rating of the Notes or any Class thereof, the Representative of the Noteholders may inform the Issuer, which will then obtain such views at its expense on behalf of the Representative of the Noteholders or the Representative of the Noteholders may seek and obtain such views itself at the cost of the Issuer. Notwithstanding the foregoing, it is agreed and acknowledged by the Representative of the Noteholders and notified to the Noteholders that a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders, and it is expressly agreed and acknowledged that such confirmation does not impose on or extend to the Rating Agencies any actual or contingent liability to the Representative of the Noteholders, the Noteholders or any other third party or create legal relations between the Rating Agencies and the Representative of the Noteholders, the Noteholders or any other third party by way of contract or otherwise.

32.8 *Certificates of Parties to Transaction Document*

The Representative of the Noteholders shall have the right to call for or require the Issuer to call for and to rely on written certificates issued by any party (other than the Issuer) to the Intercreditor Agreement or any other Transaction Document,

32.8.1 in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Transaction Document;

32.8.2 as any matter or fact prima facie within the knowledge of such party; or

32.8.3 as to such party's opinion with respect to any issue

and the Representative of the Noteholders shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any loss, liability, cost, damage, expense, or charge incurred as a result of having failed to do so unless any of its officers responsible for the administration of the

Securitisation shall have actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

32.9 *Auditors*

The Representative of the Noteholders shall not be responsible for reviewing or investigating any Auditors' report or certificate and may rely on the contents of any such report or certificate.

33 MODIFICATIONS

33.1 *Modification*

The Representative of the Noteholders may from time to time and without the consent or sanction of the Noteholders concur with the Issuer and any other relevant parties in making:

33.1.1 any modification to these Rules, the Notes or to any of the Transaction Documents in relation to which its consent is required if, in the sole opinion of the Representative of the Noteholders, such modification is proven or is of a formal, minor, administrative or technical nature, is made to comply with mandatory provisions of law or is made to correct a manifest error;

33.1.2 any modification to these Rules or any of the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of these Rules or any of the Transaction Documents referred to in the definition of Basic Terms Modification) in relation to which its consent is required which, in the sole opinion the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Notes then outstanding; and

33.1.3 any modification to these Rules or the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of the Rules or any of the Transaction Documents referred to in the definition of a Basic Terms Modification) which the Issuer has requested the Representative of the Noteholders to approve in the context of any further securitisation referred to in Condition 5.11 and which, in the sole opinion of the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Noteholders,

provided in each case that the Rating Agencies have been notified in advance of any such modification, and further provided that, except for the case under Article 33.1.1 above, Moody's has confirmed in writing that such alteration will not affect the rating of the Senior Notes by Moody's.

33.2 *Binding Notice*

Any such modification referred to in Article 33.1 (*Modification*) shall be binding on the Noteholders and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall procure that such modification be notified to the Noteholders and the Other Issuer Creditors as soon as practicable thereafter in accordance with provisions of the Conditions relating to notices of Noteholders and the relevant Transaction Documents.

33.3 *Modifications requested by the Noteholders*

The Representative of the Noteholders shall be bound to concur with the Issuer and any other party in making any modifications if it directed to do so by an Extraordinary Resolution of the Most Senior Class of Noteholders or, in the case of any modification which constitutes Basic Terms Modification, of the holders of each Class of the Notes but only if it is indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

34 WAIVER

34.1 *Waiver of Breach*

The Representative of the Noteholders may at any time and from time to time in its sole direction, without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its sole opinion the interests of the Holders of the Most Senior Class of Notes then outstanding shall not be adversely affected thereby:

34.1.1 authorise or waive, on such terms and subject to such conditions (if any) as it may decide, any proposed breach or breach of any of the covenants or provisions contained in the Notes or any of the Transaction

Documents; or

34.1.2 determine that any Trigger Event shall not be treated as such for the purposes of the Transaction Documents,

without any consent or sanction of the Noteholders.

34.2 *Binding Nature*

Any authorisation, waiver or determination referred in Article 34.1 (*Waiver of Breach*) shall be binding on the Noteholders.

34.3 *Restriction on powers*

The Representative of the Noteholders shall not exercise any powers conferred upon it by this Article 34 (*Waiver*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or of a request or direction in writing made by the holders of not less than 25 per cent in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding but so that no such direction or request:

34.3.1 shall affect any authorisation, waiver or determination previously given or made; or

34.3.2 shall authorise or waive any such proposed breach or breach relating to a Basic Terms Modification unless each Class of Notes has, by Extraordinary Resolution, so authorised its exercise.

34.4 *Notice of waiver*

Unless the Representative of the Noteholders agrees otherwise, the Issuer shall cause any such authorisation, waiver or determination to be notified to the Noteholders and the Other Issuer Creditors, as soon as practicable after it has been given or made in accordance with the provisions of the conditions relating to Notices and the relevant Transaction Documents. The Issuer shall cause any such authorisation, waiver or determination to be notified to the Rating Agencies.

35 INDEMNITY

Pursuant to the Subscription Agreements, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Noteholders and without any obligation to first make demand upon the Noteholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands properly incurred by or made against the Representative of the Noteholders or any entity to which the Representative of the Noteholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authorities and discretions and the performance of its duties under and otherwise in relation to the Rules and the Transaction Documents, including but not limited to legal and travelling expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders pursuant to the Transaction Documents against the Issuer, or any other person to enforce any obligation under the Rules, the Notes or the Transaction Documents.

36 LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to its own fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*).

TITLE IV

THE ORGANISATION OF THE NOTEHOLDERS AFTER SERVICE OF AN ENFORCEMENT NOTICE

37 POWERS

It is hereby acknowledged that, upon service of a Trigger Notice or prior to the service of a Trigger Notice, following the failure of the Issuer to exercise any right to which it is entitled, pursuant to the Mandate Agreement, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, shall be entitled (also in the interests of the Other Issuer Creditors) pursuant to articles 1411 and 1723 of the Italian civil code, to exercise

certain rights in relation to the Master Portfolio and the Transaction Documents. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, will be authorised, pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Issuer and as mandatario in rem propriam of the Issuer, any and all of the Issuer's Rights under certain Transaction Documents, including the right to give directions and instructions to the relevant parties to the relevant Transaction Documents.

TITLE V

GOVERNING LAW AND JURISDICTION

38 GOVERNING LAW

The Rules and any non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

39 JURISDICTION

The Courts of Milan will have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Rules and any non-contractual obligations arising out thereof or in connection therewith.

SELECTED ASPECTS OF ITALIAN LAW

The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in Italy.

It applies to securitisation transactions involving a "true" sale (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with article 3 of the Securitisation Law and all amounts paid by the debtors in respect of the receivables are to be used by the relevant company exclusively to meet its obligations under notes issued to fund the purchase of such claims and all costs and expenses associated with the securitisation transaction.

Ring-fencing of the assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the receivables (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Prior to and on a winding up of such a company such receivables will only be available to holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant receivables. In addition, the receivables relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company.

The segregation principle set out in the second paragraph of article 3 of the Securitisation Law has been extended by Italian Law Decree number 91 of 24 June 2014 (as converted into law by Italian Law number 116 of 11 August 2014) and now provides that receivables relating to each securitisation transaction (meaning both the claims against the debtor or debtors and any other claim in favour of the securitisation company in the context of the relevant transaction), the cashflows deriving therefrom and any financial assets purchased with them constitute assets segregated in all respects from those of the securitisation company and those relating to other securitisation transactions. No actions against such segregated assets may be taken by creditors other than the holders of the securities issued to finance the purchase of the relevant receivables.

In addition, Italian Law Decree number 91 of 24 June 2014 (as converted into law by Italian Law number 116 of 11 August 2014) has introduced the new paragraphs 2-bis and 2-ter to article 3 of the Securitisation Law, pursuant to which the segregation principle of amounts standing to the credit of the accounts opened in the context of securitisation transactions has been strengthened and the commingling risk in respect of collections collected, on behalf of the relevant company incorporated under the Securitisation Law, by the servicers and/or sub-servicers of the relevant securitisation transaction has been limited.

Under Italian law, however, any creditor of the Issuer would be able to commence insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt.

The assignment

The assignment of the receivables is governed by the Securitisation Law.

According to article 4, first paragraph, of the Securitisation Law, article 58 paragraphs 2, 3 and 4 of the Consolidated Banking Act is applicable to the assignment of receivables made pursuant to the Securitisation Law. The prevailing interpretation of this provision, which view has been strengthened by article 4 of the Securitisation Law, is that the assignment can be perfected against the originator of the relevant receivables, the debtors in respect of the assigned debts, and third party creditors by way of publication of the relevant notice of sale in the Official Gazette and, in the case of the debtors, registration in the companies register, so avoiding the need for individual notification to be served on each debtor.

Pursuant to article 4, first paragraph, of the Securitisation Law, the notice of sale in the Official Gazette of the assignment of those receivables which have the characteristics set out under article 1 of the Italian Law number 52 of 21 February 1991 (i.e. receivables arising out of contracts executed by the originator in the ordinary course of its business) may be simplified by including only information regarding the originator, the assignee and the date of assignment. As an alternative, the perfection of the assignment of such receivables may be governed by article 5, paragraph 1, 1-*bis* and 2 of Italian Law number 52 of 21 February 1991, according to which relating to the enforceability of the assignment against third parties is obtained by having the payment of the relevant purchase price with date certain at law.

According to article 4, second paragraph, of the Securitisation Law, as from the date of the publication of the notice in the Official Gazette or the date certain at law of payment (in whole or in part) of the purchase price for the assigned receivables:

1) no legal action may be brought in respect of the assigned receivables or the sums derived therefrom, other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant receivables and to meet the costs of the transaction;

2) notwithstanding any provision of law providing otherwise, no set-off may be exercised by the debtors among the assigned receivables and any debtors' claims towards the originator arising after such date;

3) the assignment becomes enforceable against:

   (a) any other assignee of the originator who has failed to render its purchase of receivables enforceable against any third party prior to such date;

   (a) any creditors of the originator who have not obtained, prior to the date of the publication of the notice in the Official Gazette, an attachment order (*pignoramento*) in respect of any of the receivables and then only to the extent of the receivables already attached.

Assignments executed under the Securitisation Law are subject to revocation on bankruptcy under article 67 of the Italian Bankruptcy Law but only in the event that the adjudication of bankruptcy of the relevant party is made within three months of the securitisation transaction or, in cases where paragraph 1 of article 67 applies, within six months of the securitisation transaction.

Notice of the assignment of the Receivables comprised in the Initial Portfolio pursuant to the Receivables Purchase Agreement related to the Initial Portfolio was published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte Seconda*, number 93 of 13 August 2015 and was registered in the companies register of Verona on 11 August 2015.

Notice of the assignment of the Receivables comprised in the Second Portfolio pursuant to the Master Receivables Purchase Agreement was published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte Seconda*, number 37 of 26 March 2016 and was registered in the companies register of Verona on 4 April 2016.

Assignments executed under the Securitisation Law are subject to revocation on bankruptcy under article 67 of the Bankruptcy Law but only in the event that the adjudication of bankruptcy of the relevant party is made within three months of the securitisation transaction or, in cases where paragraph 1 of article 67 applies, within six months of the securitisation transaction.

Consumer credit provisions

(i) *Consumer credit provisions and enactment of Law Decree 141* – The Portfolio includes Loans which qualify as "consumer loans", i.e. loans extended to individuals acting outside the scope of their entrepreneurial, commercial, craft or professional activities. In Italy consumer loans are regulated by, amongst others: (i) articles 121 to 126 of the Consolidated Banking Act and (ii) some provisions of the Consumer Code. Consumer protection legislation has been subject to a full revision by the enactment of law decree 13 August 2010 number 141 (as subsequently amended "**Law Decree 141**") which transposed in the Italian legal system EC Directive 2008/48 on credit agreements for consumers. Law Decree 141 has become enforceable on 19 September 2010.

(ii) *Law Decree 141 and existing credit consumer agreements* - Even if Law Decree 141 does not provide anything on the matter, on the basis of both article 30 of the Directive and the implementing measures of Law Decree 141, it can be stated that the provisions set by Law Decree 141 do not apply to agreements existing on the date on which latter entered into force, except for some provisions, applicable to open-end credit agreements only.

(iii) *Scope of application* - Prior to the entry into force of Law Decree 141, consumer loans were only those granted for amounts respectively lower and higher than the maximum and minimum levels set by the *Comitato Interministeriale per il Credito e il Risparmi*o ("**CICR**") (the inter-ministerial committee for credit and savings), such levels being fixed at €30,987.41 and €154.94 respectively. Current article 122 of the Consolidated Banking Act rules that provisions concerning consumer loans apply to loans granted for amounts from €200 (included) to €75,000 (included); moreover, the same article 122 sets a list of other deeds and agreement which shall not be considered as consumer loans.

(iv) *Right of withdrawal* - Pursuant to article 125-*ter* of the Consolidated Banking Act, consumers have a period of 14 calendar days in which to withdraw from the credit agreement without giving any reason. That period of withdrawal shall begin (a) either from the day of the conclusion of the credit agreement, or (b) from the day on which the consumer receives the contractual terms and conditions and information to be provided to it pursuant to paragraph 1 of article 125-*bis* of the Consolidated Banking Act, if that day is later than the date referred to under point (a). In case the consumer enforces its right of withdrawal, within thirty days following the date of enforcement the consumer shall pay to the lender any amount outstanding under the relevant consumer loan, plus matured interest and non recoverable expenses paid by the lender to the public administration in connection with the granting of the relevant consumer loan. If the credit agreement has been negotiated by distance marketing, withdrawal periods as calculated under article 67-*duodecies* of the Consumer Code will apply. Pursuant to article 125 *quater* of the Consolidated Banking Act, a consumer may always

withdraw from an open-end credit agreement without paying any penalty or expense to the lender. Before the enactment of Law Decree 141, rights of withdrawal in favour of consumers under consumer loan agreements were limited to specific cases, such as in case of consumer credit agreement concluded to finance acquisition of goods or services pursuant to a distance contract.

The Issuer

According to the Securitisation Law, the Issuer shall be a *società di capitali*.

The enforcement proceedings in general

The enforcement proceedings can be carried out only on the basis of some legal instruments well known as *titoli esecutivi*, which are: i) final judgments and the other judicial statements to whom the law attributes an executive effect; ii) notarised private deeds, whose object concerns monetary obligations, or the other legal acts which have the same effect, the promissory notes and the other debt securities iii) the legal acts received by the notary or by an authorised public notary.

Save where the law provides otherwise, the enforcement must be preceded by service of the order for the execution (*formula esecutiva*) and the notice to comply (*atto di precetto*);

Accordingly, on one hand, in order to commence an enforcement procedure, it is stated that the apposition of the order for the execution it's compulsory for: i) the final judgments, ii) for the other judicial statements to whom the law attributes an executive effect, iii) for the notarised private deeds and the other legal acts having the same effect.

On the other hand, the notice to comply (*atto di precetto*) is a formal notice by a creditor to his debtor - containing an order to fulfil the obligation - through which the creditor advises that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days from the date on which the notice to comply (*atto di precetto*) is served). If delay would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian code of civil procedure provides for different rules concerning respectively:

- distraint and forced liquidation of mobile goods in possession of the debtor;
- distraint and forced liquidation of debtor's receivables or mobile goods in possession of third parties; and
- distraint and forced liquidation of real estate properties.

The Italian code of civil procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distraint and forced liquidation of assets are carried out in the following steps:

- first, the debtor's goods are seized;

- second, other creditors may intervene;
- third, the debtor's assets are liquidated; and
- fourth, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

Enforcement proceedings of mobile goods in possession of the debtor

With reference to the seizure and forced liquidation of mobile goods in possession of the debtor, seizure begins with the application of the lawyer to the bailiff; once the bailiff has the *titolo esecutivo* and the notice to comply he can start the seizure procedure going to the debtor's house/office or other place, and identifying all the debtor's movable assets which can be involved in the enforcement. According to that point, it is stated that the bailiff may look for the movables assets to seize in the debtor's house or in other places related to him and he is free to evaluate assets found and keep them seized, as long as the goods identified are able to be quickly and easily liquidated. However, certain items of personal property cannot be seized, while others can be seized only partially.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized, also attaching, if necessary, photographic documentation or other useful documents through which it's possible to evaluate the goods conditions at that moment; in that record, the bailiff estimates also the expected cash value of the assets. It is also possible to integrate the seizure request if the expected cash value is higher than the real assets value.

If the creditor agrees, the debtor can be named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence; the bailiff can authorize the custodian to keep the goods seized in the original place, or to carry them elsewhere.

After the seizure, the bailiff has to provide the record to the creditor, the title executed and the notice to comply in order to let him, within 15 days (term subject to the penalty of ineffectiveness of the procedure), to enrol the proceeding in the register of the competent execution chancery, where he has to deposit the enrolment note and the certified copies of the above mentioned acts. In this moment the chancellor will open the file of the execution.

Save some specific cases, the creditor cannot apply for the assignment of the goods seized or for their sale, if the term of 10 days from the beginning of the seizure procedure is not expired. After that, the creditors can submit the request for the assignment or for the assets sale, asking also the judge to fix the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge fixes the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount who must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the judge will pay the secured creditor's principal debt and the interests and also the costs

of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distraint is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, even though he should prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He may select various types of property and may bring proceedings in more than one district. However, if he selects more properties than necessary to satisfy his right, the debtor may apply to have this selection restricted. The creditor who requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrained property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors in lieu of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

(a) money received upon the sale or assignment of the debtor's assets;

(b) rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distraint; and

(c) penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

- costs and expenses of the proceeding are paid first;
- preferred creditors are paid in the order of their degree of priority;
- unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;
- creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and
- any surplus is returned to the debtor or to the thirds parties who had the properties possession at the time of the of the enforcement procedure beginning.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and he will decide. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Subrogation

Legislative Decree 141 has introduced in the Consolidated Banking Act article 120 *quater*, which provides for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian mortgage loan market. Legislative Decree 141 repealed article 8 (except for paragraphs 4-*bis*, 4-*ter* and 4-*quater*) of the Bersani Decree, replicating though, with some additions, such repealed provisions. The purpose of article 120 *quater* of the Consolidated Banking Act is to facilitate the exercise by the borrowers of their right of subrogation of a new bank into the rights of their creditors in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Italian civil code (the "**Subrogation**"), providing in particular that, in case of a loan, overdraft facility or any other financing granted by a bank, the relevant borrower can exercise the Subrogation, even if the borrower's debt towards the lending bank is not due and payable or a term for repayment has been agreed for the benefit of the creditor. If the Subrogation is exercised by the borrower, a new lender will succeed to the former lender also as beneficiary of all existing ancillary security interests and guarantees. Any provision of the relevant agreement which may prevent the borrower from exercising such Subrogation or render the exercise of such right more cumbersome for the borrower is void. The borrower shall not bear any notarial or administrative cost connected to the Subrogation.

Furthermore, paragraph 7 of article 120-*quater* of the Consolidated Banking Act provides that, in case the Subrogation is not perfected within 30 days from the date on which the original lender has been requested to cooperate for the conclusion of the Subrogation, the original lender shall indemnify the borrower for an amount equal to 1% of the loan or facility granted, for each month or fraction of month of delay. The original lender has the right to ask for indemnification from the subrogating lender, in case the latter is to be held liable for the delay in the conclusion of the Subrogation.

Accounting treatment of the Receivables

Pursuant to Bank of Italy's regulations of 29 March 2000 ("**Schemi di bilancio delle società di cartolarizzazione dei crediti**"), and on 14 February 2006 (*istruzioni per la redazione dei bilanci degli*

intermediari finanziari iscritti nell'"elenco speciale", degli IMEL delle SGR e delle SIM) the accounting information relating to the securitisation of the Receivables will be contained in the Issuer's *nota integrativa*, which, together with the balance sheet and the profit and loss statements form part of the financial statements of Italian companies.

TAXATION

The statements herein regarding taxation of Notes are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. This summary will not be updated by the Issuer after the date of this Prospectus to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this summary could become invalid.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

Tax treatment of the Notes

Italian legislative decree number 239 of 1 April 1996, as subsequently amended ("Decree 239"), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or bond-like securities (*titoli similari alle obbligazioni*) issued, *inter alia*, by Italian companies incorporated pursuant to Italian Law number 130 of 30 April 1999.

For these purposes, bond-like securities (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation of the issuer to pay at maturity an amount not lower than their nominal value, with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer or to the business in connection to which the securities were issued, nor to control the same.

Italian resident Noteholders

Noteholders not Engaged in an Entrepreneurial Activity

Where an Italian resident Noteholder is: (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the *risparmio gestito* regime – see under "*Capital gains tax*" below – where applicable); (ii) a non-commercial partnership (i.e. other than *società in nome collettivo*, *società in accomandita semplice* or a similar partnership), de facto partnerships not carrying out commercial activities and professional associations; (iii) a public and private entity (other than a company) and trust not carrying out commercial activities; or (iv) an investor exempt from Italian corporate income taxation, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Notes, accrued during the relevant holding period, are subject to an *imposta sostitutiva*, levied at the rate of 26 per cent, either when interest, premium and other income are paid or when payment thereof is obtained by the Noteholder upon the sale of the Notes.

As of fiscal year 2015, as provided by Italian Law number 190 of 23 December 2014, published in the Official Gazette number 300 of 29 December 2014, so-called "*2015 Stability Law*" ("**Finance Act 2015**") social security entities incorporated under Italian Law number 509 of 30 June 1994 are entitled to a tax credit equal to the positive difference between withholding taxes and substitute taxes levied at a rate of 26 per cent on financial income (income from capital and financial capital gains) as certified by the relevant withholding tax agent or duly reported by the same social security entities, and a notional 20

per cent. taxation, to the extent that such income is invested in medium- and long-term investments (according to the criteria set forth by decree of 19 June 2015 issued by the Minister of Finance, published in the Official Gazette No. 175 of 30 July 2015) . The tax credit should be disclosed in the entities' annual tax return and could be used from the first year following the investment.

Noteholders Engaged in an Entrepreneurial Activity

If the Noteholders described under (i) or (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and may be deducted from the income tax due.

If an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy, to which the Notes are effectively connected, of a non-Italian resident entity and the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to ordinary Italian corporate taxation ("**IRES**") and, in certain circumstances, depending on the "status" of the Noteholder, also to regional tax on productive activities ("**IRAP**").

If the Noteholder is an Italian S.I.I.Q. ("*società di investimento immobiliare quotata*"), the ordinary tax regime of Italian companies will apply to any interest (including the difference between the redemption amount and the issue price), premium or other income from the Notes; thus, if the Notes are deposited with an authorised Italian intermediary interest (including the difference between the redemption amount and the issue price), premium and other income from the Notes will not be subject to *imposta sostitutiva* and will be included in the taxable income of the Noteholder subject to IRES.

Italian Real Estate Alternative Investment Funds (Real Estate Funds and Real Estate SICAFs)

Payments of interests (including the difference between the redemption amount and the issue price), premiums or other proceeds in respect of the Notes, deposited with an authorised intermediary, made to Italian resident real estate investment funds established pursuant to article 37 of legislative decree number 58 of 24 February 1998 or pursuant to article 14-*bis* of law number 86 of 25 January 1994 set up starting from 26 September 2001, as well as real estate funds incorporated before 26 September 2001, the managing company of which has so requested by 25 November 2001 (the "**Italian Real Estate Fund**"), are subject neither to substitute tax nor to any other income tax in the hands of the Italian Real Estate Fund. A withholding tax may apply in certain circumstances at the rate of up to 26 per cent on distributions made by the Italian Real Estate Fund and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund owning more than 5 per cent of the fund's units.

Pursuant to article 9, Legislative Decree of 4 March 2014, number 44, the same regime applicable to Italian Real Estate Fund also applies to real estate fixed capital investment companies (*società di investimento a capitale fisso*, "**SICAF**") ruled by Legislative Decree number 58 of 24 February 1998.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

If an Italian resident Noteholder is an Italian open-ended or a closed-ended investment fund ("**Fund**"), a *società d'investimento a capitale variabile* ("**SICAV**") or a SICAF and the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount

and the issue price), premium and other income relating to the Notes will not be subject to *imposta sostitutiva*. A withholding tax may apply in certain circumstances at the rate of up to 26 per cent on distributions made by the Fund, SICAV or SICAF to certain categories of investors.

Pension Funds

If an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of Italian legislative decree number 252 of 5 December 2005, as subsequently amended, "**Italian Pension Fund**") and the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the portfolio accrued at the end of the tax period, which will be subject to a 20 per cent substitute tax (as increased by Finance Act 2015).

As of fiscal year 2015, as provided by Finance Act 2015, a 9 per cent tax credit is granted to the pension fund on income from medium- and long-term financial investments (according to the criteria set forth by decree of 19 June 2015 issued by the Minister of Finance) included in the annual result of the pension fund. The tax credit should be disclosed in the pension fund's tax return and could be used from the first year following the investment.

***Application of* Imposta Sostitutiva**

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stockbrokers and other entities identified by a decree of the Ministry of Finance (each an "**Intermediary**").

An Intermediary must (i) be resident in Italy or a permanent establishment in Italy of a non-Italian resident financial intermediary; and (ii) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change in the ownership of the relevant Notes or a transfer of the Notes to another deposit or account held with the same or another Intermediary.

If the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied in any case and withheld by the intermediary paying interest to a Noteholder (or by the Issuer, should the interest be paid directly by the latter).

Non-Italian resident Noteholders

If the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies, provided that the non-Italian resident beneficial owner is: (i) resident, for tax purposes, in a country or territory which allows for a satisfactory exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended from time to time (the "**White List**") or in any other decree or regulation that will be issued in the future to provide the list of such countries (the "**New White List**"), including any country that will be deemed listed therein for the purpose of any interim rule; (ii) an international body or entity set up in accordance with international agreements which has entered into force in Italy; (iii) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) an institutional investor which is incorporated in the White List (or in the New White List once effective), even if it is not subject to income tax therein.

In order to ensure gross payment, non-Italian resident Noteholders, without a permanent establishment in the Republic of Italy to which the Notes are effectively connected must be: (i) the beneficial owners of the payments of interest, premium or other income, (ii) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and (iii) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked and in which the Noteholder declares itself to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is requested neither for the international bodies or entities set up in accordance with international agreements which have entered into force in Italy, nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by the Ministerial Decree dated 12 December 2001. In the case of institutional investors which do not possess the status of taxpayers in their own country, the institutional investor is considered the beneficial owner and the statement under (ii) above shall be issued by the relevant management body.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent (or at the reduced rate provided for by the applicable double tax treaty, if any) to interest, premium and other income paid to Noteholders which are resident, for tax purposes, in countries which do not allow for a satisfactory exchange of information with Italy or for which the above-mentioned provisions are not met.

CAPITAL GAINS TAX

Italian resident Noteholders (and Italian Permanent Establishment) Noteholders

Noteholders not Engaged in an Entrepreneurial Activity

Where an Italian resident Noteholder is an individual holding the Notes not in connection with an entrepreneurial activity and certain other persons, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to capital gain tax ("**CGT**"), levied at the current rate of 26 per cent pursuant to Legislative Decree number 461 of 21 November 1997 ("**Decree 461**"). Noteholders may set off losses with gains.

As of fiscal year 2015, as provided by Finance Act 2015, social security entities incorporated under Italian Law number 509 of 30 June 1994 are entitled to a tax credit equal to the positive difference between withholding taxes and substitute taxes levied at a rate of 26 per cent on financial income (income from capital and financial capital gains), as certified by the relevant withholding agent or duly reported by the same social security entities, and a notional 20 per cent taxation to the extent that such income is invested in medium- and long-term investments (according to the criteria set forth by decree of 19 June 2015 issued by the Minister of Finance, published in the Official Gazette No. 175 of 30 July 2015). The tax credit should be disclosed in the entities' annual corporation tax return and could be used from the first year following the investment.

In respect of the application of CGT, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for Italian resident individuals not engaged in entrepreneurial activity to which the Notes are connected, CGT on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Noteholder holding Notes not in connection with an

entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay CGT on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Under Decree number 66/2014 capital losses realized until 31 December 2011 may be carried forward against capital gains realized after 1 July 2014 only to the extent of 48.08 per cent of their amount. Moreover, pursuant to Decree number 66/2014, capital losses realized from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realized after 1 July 2014 only to the extent of 76.92 per cent of their amount.

As an alternative to the tax declaration regime, Italian resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity may elect to pay the CGT separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express election for the *risparmio amministrato* regime being made punctually in writing by the relevant Noteholder. The depository is responsible for accounting for CGT in respect of capital gains realised on each sale or redemption of the Notes, net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under Decree number 66/2014 capital losses realized until 31 December 2011 may be carried forward against capital gains realized after 1 July 2014 only to the extent of 48.08 per cent of their amount. Moreover, pursuant to Decree number 66/2014, capital losses realized from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realized after 1 July 2014 only to the extent of 76.92 per cent of their amount. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the *risparmio gestito* regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent substitute tax to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in its annual tax return. Moreover, under Decree number 66/2014 decrease in value accrued until 31 December 2011 may be carried forward against increase in value of the investment portfolio accrued after 1 July 2014 only to the extent of 48.08 per cent of their amount. Moreover, pursuant to Decree number 66/2014, decrease in value accrued from 1 January 2012 to 30 June 2014 may be carried forward against increase in value of the investment portfolio accrued after 1 July 2014 only to the extent of 76.92 per cent of their amount.

Noteholders Engaged in an Entrepreneurial Activity

Any gain obtained from the sale or redemption of the Notes would be treated as part of the IRES taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of production for IRAP purposes) if realised by (a) Italian resident companies; (b) Italian resident commercial partnerships; (c) permanent establishments in Italy of non-resident corporations to which the Notes are effectively connected; or (d) Italian resident individuals carrying out a commercial activity, as to any capital gains realised within the scope of the commercial activity carried out.

Any capital gain realised by an Italian S.I.I.Q. is taxable pursuant to the ordinary regime of Italian resident companies and thus will be treated as part of the taxable income of the Noteholder to be subject to Italian corporate taxation.

Italian Real Estate Alternative Investment Funds (Real Estate Funds and Real Estate SICAFs)

Any capital gains realised by a Noteholder that is an Italian Real Estate Fund or Real Estate SICAF are included in the year-end appreciation of the managed assets, which is exempt from any income tax according to the real estate investment fund tax treatment described above. A withholding tax may apply in certain circumstances at the rate of 26 per cent on distributions made by Italian Real Estate Fund or Real Estate SICAF. In certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund owning more than 5 per cent of the fund's units.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

Any capital gains realised by a Noteholder that is a Fund, a SICAF or a SICAV will not be subject neither to substitute tax nor to any other income tax in the hands of the Fund, the SICAF or the SICAV. A withholding tax may apply in certain circumstances at the rate of up to 26 per cent on distributions made by the Fund, the SICAF or the SICAV to certain categories of investors.

Pension funds

Any capital gains realised by a Noteholder that is an Italian Pension Fund will be included in the result of the portfolio accrued at the end of the tax period, to be subject to the 20 per cent substitute tax.

As of fiscal year 2015, as provided by Finance Act 2015, a 9 per cent tax credit is granted to the Italian pension fund on income from medium- and long-term financial investments (according to the criteria set forth by decree of 19 June 2015 issued by the Minister of Finance) included in the annual result of the pension fund. The tax credit should be disclosed in the pension fund's tax return and could be used from the first year following the investment.

Non-Italian resident Noteholders

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and traded on regulated markets are subject neither to CGT nor to any other Italian income tax. The exemption applies provided that the non-Italian resident Noteholders file in due course with the authorised financial intermediary an appropriate affidavit (*autocertificazione*) stating that the Noteholder is not resident in the Republic of Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to CGT, provided that the beneficial owner is:

a) resident in a country included in the White List (or in the New White List once this is effective);

b) an international entity or body set up in accordance with international agreements which have entered into force in the Republic of Italy;

c) a central Bank or an entity which manages, inter alia, the official reserves of a foreign State (including sovereign wealth funds); or

d) an "institutional investor", whether or not subject to tax, which is established in a country included in the White List (or in the New White List once this is effective), even if it does not possess the status of a taxpayer in its own country of establishment.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and not traded on regulated markets may be subject to CGT at the current rate of 26 per cent However, Noteholders may benefit from an applicable tax treaty with the Republic of Italy providing that capital gains realised upon the sale or the redemption of the Notes may be taxed only in the country of residence of the transferor.

ITALIAN INHERITANCE AND GIFT TAX

Under Italian Law Decree number 262 of 3 October 2006 (converted with amendments into Italian Law number 286 of 24 November 2006), as subsequently amended, transfers of the Notes by reason of death or gift or gratuities to:

(i) spouses, ascendants or descendants will be subject to inheritance and gift tax at the rate of 4 per cent on the value of the inheritance or gift exceeding €1,000,000 per beneficiary;

(ii) relatives within the fourth degree, ascendants or descendants relatives in law or other relatives in law within the third degree will be subject to inheritance and gift tax at the rate of 6 per cent (the inheritance and gift tax will apply only on the value of the inheritance or gift exceeding € 100,000 per beneficiary if the donee is a brother or sister of the donor);

(iii) persons other than the ones mentioned in (i) and (ii) above will be subject to inheritance and gift tax at the rate of 8 per cent.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised pursuant to Italian Law number 104 of 5 February 1992, the tax is applied only on the value of the assets received in excess of € 1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

TRANSFER TAX

Transfer tax has been repealed by Italian Law Decree number 248 of 31 December 2007, converted in law by Italian Law number 31 of 28 February 2008. The transfer deed may be subject to registration tax at a fixed amount of € 200.

WEALTH TAX ON FINANCIAL PRODUCTS HELD ABROAD

According to article 19 of Decree of 6 December 2011, number 201, converted with Italian Law of 22 December 2011, number 214, Italian resident individuals holding financial products – including the Notes – outside of the Italian territory are required to pay a wealth tax at the rate of 0.2 per cent The tax applies on the market value at the end of the relevant year or – in the lack of the market value – on the nominal value or redemption value of such financial products held outside of the Italian territory. Taxpayers are enabled to deduct from the tax a tax credit equal to any wealth taxes paid in the State where the financial products are held (up to the amount of the Italian wealth tax due).

STAMP DUTY

Under article 13(2-ter) of the Tariff, Annex A, Part I, attached to Presidential Decree number 642 of 26 October 1972, a proportional stamp duty applies on a yearly basis at the rate of 0.2 per cent on the market value or – in the lack of a market value – on the nominal value or the redemption amount of any financial product or financial instruments.

For investors other than individuals, the annual stamp duty cannot exceed the amount of Euro 14.000,00. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

TAX MONITORING

Pursuant to Italian Law Decree number 167 of 28 June 1990, ratified and converted by Italian Law number 227 of 4 August 1990, as amended, individuals, non-commercial partnership and non-commercial entities which are resident of Italy for tax purposes and which over the fiscal year hold or are beneficial owners of investment abroad or have financial activities abroad must, in certain circumstances, disclose such investments or financial activities to tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding a €15,000 threshold throughout the year, which per se do not require such disclosure). This requirement applies even if the taxpayer during the tax period has totally divested such assets. No disclosure requirements exist for investments and financial activities (including the Notes) under management or administration entrusted to Italian resident intermediaries and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been subject to Italian withholding or substitute tax by intermediaries themselves.

EU SAVINGS DIRECTIVE

Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State or in a dependent or associated territory under the relevant international agreements, Italian qualified paying agents (i.e. banks, SIMs, fiduciary companies, SGRs resident for tax purposes in Italy, permanent establishments in Italy of non-resident persons and any other economic operator resident for tax purposes in Italy paying interest for professional or commercial reasons) shall report details of the relevant payments and personal information on the individual beneficial owner to the Italian tax authorities. Such information is transmitted by the Italian

tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

In certain circumstances, the same reporting requirements must be complied with also in respect of interest paid to an entity established in another EU Member State, other than legal persons (with the exception of certain Finnish and Swedish entities), whose profits are taxed under general arrangements for business taxation and, in certain circumstance, UCITS recognised in accordance with Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.

Either payments of interest on the Notes or the realisation of the accrued interest through the sale of the Notes would generally constitute "payments of interest" under Article 6 of the EU Savings Directive and, as far as Italy is concerned, Article 2 of Decree 84/2005. Accordingly, such payment of interest arising out of the debt securities would fall within the scope of the EU Savings Directive being the Notes issued after 1 March 2001

Council Directive (EU) 2015/2060 of 10 November 2015 repealed the EU Savings Directive with effect from 1 January 2016 to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime implemented under Council Directive 2011/16/EU on Administrative Cooperation in the Field of Taxation as amended by Council Directive 2014/107/EU of 9 December 2014. With Law No. 114 of 9 July 2015, the Italian Parliament delegated the Government to implement Council Directive 2014/107/EU into domestic legislation (Council Directive 2011/16/EU has already been implemented in Italy through Legislative Decree No. 29 of 4 March 2014). The Minister of Economy and Finance issued the Decree of 28 December 2015 (published in the Official Gazette No. 303 of 31 December 2015) to implement Directive 2014/107/EU. However, the obligations of Member States, economic operators and paying agents under the EU Savings Directive shall continue to apply until 5 October 2016 (31 December 2016 with respect to the obligations under Article 13(2) of the EU Savings Directive) or until those obligations have been fulfilled.

SUBSCRIPTION, SALE AND SELLING RESTRICTIONS

The Senior Notes Subscription Agreement

UniCredit Bank AG (the "**Sole Lead Manager**") has, pursuant to the Senior Notes Subscription Agreement dated on or about the Issue Date between the Issuer, the Originator, the Representative of the Noteholders and the Sole Lead Manager, agreed to subscribe and pay the Issuer for the Senior Notes at their Issue Price of 100 per cent of their principal amount.

The Senior Notes Subscription Agreement is subject to a number of conditions and may be terminated by the Sole Lead Manager in certain circumstances prior to payment for the Senior Notes to the Issuer. The Issuer and the Originator have agreed to indemnify the Sole Lead Manager against certain liabilities in connection with the issue of the Senior Notes.

The Junior Notes Conditions

Except for Junior Notes Conditions 3.1 (*Denomination*), 7 (*Interest and Variable Return*) and 8.12 (*Early redemption through the disposal of the Portfolio following full redemption of the Senior Notes*), the terms and conditions of the Junior Notes are the same, *mutatis mutandis*, as the Senior Notes Conditions.

Under the Notes Conditions the obligations of the Issuer to make payment in respect of the Junior Notes are subordinated to the obligations of the Issuer to make payments in respect of the Senior Notes, the Other Issuer Creditors and the other creditors of the Issuer in accordance with the applicable Priority of Payments. Therefore, in case of losses by the Issuer, if the Issuer is not able to fulfil in full its obligations in respect of all its creditors, the Junior Noteholders will be the first creditors to bear any shortfall.

SELLING RESTRICTIONS

General Restrictions

Each of the Issuer, the Sole Lead Manager and the Noteholders shall comply with all applicable laws and regulations in each jurisdiction in or which it may offer or sell Notes. Furthermore, they will not, directly or indirectly, offer, sell or deliver of any Notes or distribute or publish any prospectus, form of application, prospectus (including this Prospectus), advertisement or other offering material in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Unless otherwise herein provided, no action will be taken by them to obtain permission for public offering of the Notes in any country where action would be required for such purpose.

EEA Standard Selling Restriction

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), under the Senior Notes Subscription Agreement it is represented and agreed that there has not been and there will not be an offer of the Notes to the public in that Relevant Member State other than on the basis of an approved prospectus in conformity with the Prospectus Directive or:

1. to any legal entity which is a qualified investor as defined in the Prospectus Directive;

2. to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or

3. in any other circumstances falling within article 3(2) of the Prospectus Directive.

For the purposes of this provision, the expression an "*offer of the Notes to the public*" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "*Prospectus Directive*" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive), and includes any relevant implementing measure in the Relevant Member State and the expression "*2010 PD Amending Directive*" means Directive 2010/73/EU.

Republic of Italy

The Issuer and the Sole Lead Manager, under the Senior Notes Subscription Agreement, has acknowledged that no action has been or will be taken by it, its affiliates or any other person acting on its behalf which would allow an offering (or an "*offerta al pubblico di prodotti finanziari*") of the Notes to the public in the Republic of Italy unless in compliance with the relevant Italian securities, tax and other applicable laws and regulations. Individual sales of the Notes to any person in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable laws and regulations.

Pursuant to the Senior Notes Subscription Agreement, the Sole Lead Manager and the Issuer has acknowledged that no application has been made by the Issuer to obtain an authorisation from CONSOB for the public offering of the Notes in the Republic of Italy.

Accordingly, each of the Issuer and the Sole Lead Manager under the Senior Notes Subscription Agreement, has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy the Notes, this Prospectus nor any other offering material relating to Notes other than to professional investors ("*investitori qualificati*"), as defined on the basis of the Directive 2003/71/EC (Directive of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading), pursuant to article 100, paragraph 1, letter (a), of the Financial Laws Consolidation Act or in other circumstances where an express exemption from compliance with the restrictions to the offerings to the public applies, as provided under the Financial Laws Consolidation Act or CONSOB regulation number 11971/1999, and in accordance with applicable Italian laws and regulations. In any case the Class J Notes may not be offered to individuals or entities not being professional investors in accordance with the Securitisation Law. Additionally the Class J Notes may not be offered to any investor qualifying as "*cliente al dettaglio*" pursuant to CONSOB regulation number 16190/2007.

Each of the Issuer and the Sole Lead Manager, under the Senior Notes Subscription Agreement, has represented and agreed that any offer by it of the Notes in the Republic of Italy shall be made only by banks, investment firms or financial companies permitted to conduct such activities in Italy in accordance with the Consolidated Banking Act, the Financial Laws Consolidation Act, CONSOB Regulation number 16190 of 31 October 2007 and any other applicable laws and regulations and in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

In connection with the subsequent distribution of the Notes in the Republic of Italy, article 100-*bis* of the Financial Laws Consolidation Act requires to comply also on the secondary market with the public offering rules and disclosure requirements set forth under the Financial Laws Consolidation Act and relevant CONSOB implementing regulations, unless the above subsequent distribution is exempted from those rules and requirements according to the Financial Laws Consolidation Act and relevant CONSOB implementing regulations.

Republic of France

Each of the Issuer and the Sole Lead Manager, under the Senior Notes Subscription Agreement, has represented and agreed that this Prospectus has not been prepared in the context of a public offering in France within the meaning of article L.411-1 of the *Code monétaire et financier* and Title I of Book II of the *Règlement Général of the Autorité des marchés financiers* (the "**AMF**") and therefore has not been approved by, or registered or filed with the AMF. Consequently, neither this Prospectus nor any other offering material relating to the Notes has been and will be released, issued or distributed or caused to be released, issued or distributed by it to the public in France or used in connection with any offer for subscription or sale of notes to the public in France.

Each of the Issuer and the Sole Lead Manager, under the Senior Notes Subscription Agreement, has also represented and agreed in connection with the initial distribution of the Notes by it that:

(i) there has not been and there will be no offer or sale, directly or indirectly, of the Notes by it to the public in the Republic of France (*an appel public à l'épargne* as defined in article L. 411-1 of the French *Code monétaire et financier*);

(ii) offers and sales of Notes in the Republic of France will be made in compliance with applicable laws and regulations and only to (i) qualified investors (*investisseurs qualifiés*) as defined in articles L. 411-2 and D. 411-1 of the French *Code monétaire et financier*; or (ii) a restricted circle of investors (*cercle restreint d'investisseurs*) as defined in article L. 411-2 acting for their own account; or (iii) providers of investment services relating to portfolio management for the account of third parties as mentioned in article L. 411-2, L. 533-16 and L. 533-20 of the *Code monétaire et financier* (together, the "**Investors**").

Offers and sales of the Notes in the Republic of France will be made on the condition that (i) this Prospectus shall not be circulated or reproduced (in whole or in part) by the Investors and (ii) the Investors undertake not to transfer the Notes, directly or indirectly, to the public in France, other than in compliance with applicable laws and regulations pertaining to a public offering (and in particular articles L.411-1, L.411-2, L.412-1 and L.621-8 of the *Code monétaire et financier*).

United Kingdom

Each of the Issuer and the Sole Lead Manager, under the Senior Notes Subscription Agreement, has also represented and agreed that:

(i) *financial promotion*: any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of such Notes has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(ii) *general compliance*: there has been and there will be compliance with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered, or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act.

The Issuer and the Sole Lead Manager has represented and agreed that it has not offered or sold the Notes, and will not offer or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons (i) as part of its distribution at any time and (ii) otherwise until 40 calendar days after the completion of the distribution of all Notes except in accordance with Rule 903 of the Regulation S promulgated under the Securities Act. The Sole Lead Manager, its Affiliates or any persons acting respectively on behalf of the Sole Lead Manager or on behalf of its Affiliates, have not engaged nor will they engage in any directed selling efforts with respect to the Notes, and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act. At or prior to confirmation of sale of the Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

> *The Notes covered hereby have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903(b)(2)(iii), (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of Securities as determined and certified by the Sole Lead Manager, except in either case in accordance with Regulation S under the Securities Act.*

In addition, until 40 days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

GENERAL INFORMATION

(1) The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The issue of the Notes was authorised by a resolution of the Board of Directors of the Issuer passed on 1 April 2016.

(2) Application has been made to list the Senior Notes on the Official List of the Luxembourg Stock Exchange and to have the Senior Notes admitted to trading on the Regulated Market. In connection with the listing application, the constitutional documents of the Issuer will be deposited prior to listing with the Representative of the Noteholders, where such documents will be available for inspection and where copies thereof may be obtained upon request.

(3) The Issuer is not (and was not since the date of its incorporation) involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), since the date of its incorporation, which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

(4) Save as disclosed in this Prospectus, there has been no material adverse change, or any development reasonably likely to involve an adverse change, in the condition (financial or otherwise), general affairs or prospects of the Issuer since 16 July 2015 (being the date of incorporation of the Issuer) that is material in the context of the issue of the Notes.

(5) Save as disclosed in this Prospectus, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages or charges or given any guarantees.

(6) Since 16 July 2015 (being the date of its incorporation), the Issuer has not commenced operations (other than purchasing the Initial Portfolio and the Second Portfolio, authorising the issue of the Notes and the entering into the documents referred to in this Prospectus and matters which are incidental or ancillary to the foregoing) and, as at the date of this Prospectus, no financial statements have been made. It is envisaged that the Issuer will approve its financial statement by no later than the end of April 2016. Upon approval, copy of the financial statement will be available as set out below.

(7) The Issuer will produce proper accounts (*ordinaria contabilità interna*) and audited financial statements in respect of each financial year and will not produce interim financial statements. Copies of these documents will be promptly deposited after their approval at the registered office of the Issuer and the Representative of the Noteholders, where such documents will be available for inspection and where copies of such documents may be obtained free of charge upon request during usual business hours.

(8) Since the Issue Date, the Notes will be held in dematerialised form on behalf of the ultimate owners by Monte Titoli S.p.A. (a *società per azioni* having its registered office at Piazza degli Affari 6, 20123 Milan, Italy) for the account of the relevant Monte Titoli Account Holders. Monte Titoli shall act as depository for Euroclear and Clearstream.The Senior Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream as follows:

ISIN code	*Common code*
IT0005176505	139500873

(9) As long as the Senior Notes are listed on the official list of the Luxembourg Stock Exchange, the Prospectus will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies of the following documents may be inspected and obtained free of charge during usual business hours at the registered office of the Issuer and the Representative of the Noteholders and at the Specified Office of the Principal Paying Agent at any time after the date of this Prospectus:

(i) the *statuto* and *atto costitutivo* of the Issuer;

(ii) the following agreements:

Receivables Purchase Agreement related to the Initial Portfolio;
Receivables Repurchase Agreement;
Master Receivables Purchase Agreement;
Servicing Agreement;
Warranty and Indemnity Agreement;
Intercreditor Agreement;
Cash Allocation, Management and Payments Agreement;
Mandate Agreement;
Quotaholder's Agreement;
Corporate Services Agreement; and
Master Definitions Agreement.

(10) So long as any of the Senior Notes remains outstanding, copies of the Payments Reports and of the Investors Reports shall be made available for collection at the registered office of the Issuer and the Representative of the Noteholders, respectively, on each Calculation Date and on each date on which it is produced. The first Payments Report will be available at the registered office of the Issuer and the Representative of the Noteholders on or about the Calculation Date falling in June 2016. The Payments Reports will be produced quarterly and will contain details of amounts payable on the Payment Date to which it refers in accordance with the Priority of Payments, including the amount payable as principal and interest in respect of each Senior Note.

The Calculation Agent is authorised to make available each Investors Report to Noteholders on a quarterly basis via the Calculation Agent's internet website currently located at www.securitisation-services.com. It is not intended that Investors Report will be made available in any other format. The Calculation Agent's website does not form part of the information provided for the purposes of this Prospectus and disclaimers may be posted with respect to the information posted thereon.

(11) The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 100,000 (excluding servicing fees and any VAT, if applicable).

(12) The total expenses payable in connection with the admission of the Senior Notes to trading on the Regulated Market, for an amount of Euro 7,000, will be borne by the Originator.

(13) So far as the Issuer is aware there are no interests, including conflicting ones, of any natural and legal persons involved in the issue of the Senior Notes that are material to the issue of the Senior Notes.

(14) Considering that the Issue Price is 100% of the Principal Amount Outstanding of the Notes upon issue, the yield of an investment in the Notes corresponds to the Rate of Interest specified under Condition 7.5 (*Rate of interest*).

GLOSSARY

These and other terms used in this Prospectus are subject to, and in some cases are summaries of, the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

"**Account Bank**" means UniCredit S.p.A., or any other person for the time being acting as Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Accounts**" means, collectively, the Collection Account, the Interim Collection Account, the General Account, the Payments Account, the Expenses Account, the Cash Reserve Account, the Renegotiation Reserve Account, the Principal Accumulation Account and the Securities Account, and "**Account**" means any of them as the context requires.

"**Accrued Interest**" means, on any date and in relation to each Receivable, the portion of Interest Instalments accrued up to such date but not yet due and payable.

"**Additional Account Bank**" means BNP Paribas Securities Services, Milan Branch, or any other person for the time being acting as Additional Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Additional Criteria**" means the further objective criteria which may from time to time supplement the Specific Criteria and the Common Criteria pursuant to the terms and subject to the conditions provided for in the Master Receivables Purchase Agreement.

"**Adjustment Purchase Price**" means, in relation to any Receivable erroneously excluded from the Master Portfolio pursuant to clauses 4.3.2 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement, an amount calculated in accordance with such agreements.

"**AIFMR**" means Regulation (EU) no. 231/2013.

"**Arising Date**" the date on which any Future Receivable arises.

"Arrears Ratio" means, on any date, the ratio between the Outstanding Principal of the Receivables classified as Delinquent Receivables and the Outstanding Principal of the Receivables of the Master Portfolio (as of the Cut-Off Date).

"**Back-up Servicer Facilitator**" means Securitisation Services S.p.A., or any other person for the time being acting as Back-up Servicer Facilitator pursuant to the Intercreditor Agreement.

"**Business Day**" means any day on which banks are generally open for business in London, Luxembourg and Milan and on which TARGET2 is open.

"**Calculation Agent**" means Securitisation Services S.p.A, or any other person for the time being acting as Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Calculation Date**" means the date falling on the 5th Business Day prior to each Payment Date.

"**Cash Allocation, Management and Payments Agreement**" means the cash allocation, management and payments agreement entered into on or about the Issue Date between the Issuer, the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means UniCredit S.p.A., or any other person for the time being acting as Cash Manager pursuant to the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve**" means the reserve created on the Cash Reserve Account to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 28 A 03479 01600 000802072102), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Amount**" means, at any time, the aggregate of the balance of the amounts standing to the credit of the Cash Reserve Account, net of any interest accrued and paid thereon.

"**Cash Reserve Required Amount**" means:

(i) on the Issue Date, the Initial Cash Reserve Amount; and

(ii) on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Senior Notes, the higher of: 2.0% of the Outstanding Principal of the Senior Notes as of the Calculation Date immediately preceding such Payment Date and Euro 45,000,000; and

(iii) starting from the Payment Date on which the Senior Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, zero.

"**Cash Reserve Usage Amount"** means:

(i) on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Senior Notes, any amount payable under item from (i) to (v) under the Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount and excluding amounts available under item (i) of the Principal Priority of Payments on such Payment Date) are not sufficient on such Payment Date to make such payments in full; and

(ii) starting from the Payment Date on which the Senior Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, the Cash Reserve Amount.

"**Central Regions**" means Abruzzo, Lazio, Marche, Molise, Toscana, Umbria.

"**Central Regions Loans' Minimum Amount**" means 15% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Class**" means a class of the Notes, being the Class A Notes and the Class J Notes, as the context requires, and "**Classes**" shall be construed accordingly.

"**Class A Notes**" means the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 issued by the Issuer on the Issue Date.

"**Class J Notes**" means the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 issued by the Issuer on the Issue Date.

"**Clean Up Option Date**" means any Payment Date on which the Outstanding Principal of the Master Portfolio is equal to or lower than 10% of the lower between (i) the Initial Outstanding Principal of the Master Portfolio calculated as the aggregate Initial Outstanding Principal of each Receivable comprised in the Master Portfolio as at the relevant Valuation Date and (ii) the aggregate of the Individual Purchase Price of each Receivable comprised in the Master Portfolio.

"**Clearstream**" means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg.

"**Collection Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 58 Z 03479 01600 000802072101), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Collection Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of February, May, August and November of each year; and (b) following the delivery of a Trigger Notice any date as determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Collections**" means all amounts received by the Servicer or any other person in respect of the Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables, including the Recovery Amounts and the prepayments.

"**Common Criteria**" means the objective criteria for the identification of the Receivables specified in schedule 1 to the Master Receivables Purchase Agreement and which shall apply to select each of the Receivables for the Second Portfolio and any Further Portfolio.

"**Conditions**" means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions thereof and any reference to a particular numbered Condition shall be construed accordingly.

"**Consecutive Payment Dates**" means two consecutive Payment Dates.

"**CONSOB**" means *Commissione Nazionale per le Società e la Borsa*.

"**Consolidated Banking Act**" means Italian legislative decree number 385 of 1 September 1993, as amended and supplemented from time to time.

"**Corporate Servicer**" means doBANK S.pA., or any other person for the time being acting as Corporate Servicer pursuant to the Corporate Services Agreement.

"**Corporate Services Agreement**" means the corporate services agreement entered into on 7 August 2015 between the Issuer, the Corporate Servicer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Credit Express Compact Loans**" means the Loan Agreements denominated as "Credit Express Compact".

"**Credit Express Compact Loans Maximum Amount**" means 65% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Credit Express Dynamic Loans**" means the Loan Agreements denominated as "Credit Express Dynamic".

"***Credito in Sofferenza***" means each Receivable related to a Loan Agreement classified by the Servicer as "*credito in sofferenza*" pursuant to the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) following the Valuation Date and/or the relevant Arising Date.

"***Crediti non in Bonis***" means, collectively, Defaulted Receivables and Delinquent Receivables.

"**Criteria**" means, as the case may be, (i) for the Initial Portfolio, the criteria as specified under Schedule 1 of the Receivables Purchase Agreement related to the Initial Portfolio, (ii) for the Second

Portfolio, the criteria as specified under Schedule 1 and Schedule 2 Part A of the Master Receivables Purchase Agreement and (iii) in relation to any Further Portfolio, the criteria as specified under Schedule 1 and any further criteria as specified under the Master Receivables Purchase Agreement.

"**Cumulative Default Ratio**" means, on any date, the ratio expressed as a percentage between the Outstanding Principal of the Receivables transferred to the Issuer and classified as Defaulted Receivables (calculated as of the relevant date of classification as Defaulted Receivable) (including, for the avoidance of doubt, also Defaulted Receivables which have been repurchased by the Originator pursuant to the Master Receivables Purchase Agreement or which have been sold to third-parties in accordance with the provisions of the Servicing Agreement) and the aggregate of the Initial Outstanding Principal of the Receivables of the Initial Portfolio and the Second Portfolio, as of the relevant Valuation Date.

"**Cut-Off Date**" means, during the Revolving Period, the Collection Date.

"**Debtor**" means any individual physical person who entered into a Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Loan or who has assumed the original Debtor's obligation under an *accollo*, or otherwise.

"**Decree 239**" means Italian legislative decree number 239 of 1 April 1996, as amended and supplemented from time to time.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

"**Defaulted Receivables**" means any Receivable arising from a Loan Agreement which has been classified by the Servicer as a *Credito in Sofferenza* or *Inadempienze Probabili* or in relation to which there are at least 8 consecutive Unpaid Instalments.

"**Delinquent Receivable**" means any Receivable, other than a Defaulted Receivable, with respect to which there is at least one Unpaid Instalment.

"**Determination Date**" means, in relation to the Notes:

(i) with respect to the Initial Interest Period, the date falling two Target2 Days prior to the Issue Date; and

(ii) with respect to each subsequent Interest Period, the date falling two Target2 Days prior to the Payment Date at the beginning of such Interest Period.

"**Direct Debit Loans' Minimum Amount**" means 99% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America:

(i) whose long-term, unsecured and unsubordinated debt obligations are rated at least (or whose obligations under the Transaction Documents to which it is a party are guaranteed, in a manner which complies with Moody's criteria, by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose long-term, unsecured and unsubordinated debt obligations are rated at least) "Baa2" by Moody's, or, in the event of a depository institution which does not have a long-term rating by Moody's, a "P-2" short-term rating by Moody's to its short-term, unsecured and unsubordinated debt obligations; and

(ii) whose long-term, unsecured and unsubordinated debt obligations are rated at least (or whose obligations under the Transaction Documents to which it is a party are guaranteed, in a manner which complies with Fitch criteria, by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose long-term, unsecured and unsubordinated debt obligations are rated at least) "BBB" by Fitch and whose short-term unsecured and unsubordinated debt obligations are rated at least "F2" by Fitch.

"**Eligible Investments**" means:

(a) euro-denominated senior unsubordinated debt financial instruments (but excluding, for the avoidance of doubts, credit linked notes and money market funds), commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Eligible Investment Maturity Date; or

(b) account or deposit with a maturity date falling not later than the next succeeding Eligible Investment Maturity Date; or

(c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments provided that:

(i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer;

(ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investment Maturity Date;

(iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

(iv) if the counterparty of the Issuer under the relevant repurchase transaction ceases to be an Eligible Institution, such investment shall be transferred to another Eligible Institution at no costs and no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable without penalty or have a maturity date falling on or before the next following Eligible Investment Maturity Date; (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) the debt securities or other debt instruments or, in the case of repurchase transactions, the debt securities or other debt instruments underlying the relevant repurchase transaction are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations have at least the following ratings:

(A) with respect to Fitch:

(i) to the extent that such investment has a maturity not exceeding 30 calendar days, a long term rating of at least "BBB" and a short term rating of at least "F2"; and

(ii) to the extent such investment has a maturity exceeding 30 calendar days but not exceeding 365 days a long term rating of at least "AA-" and a short term rating of at least "F1+"; or

(B) with respect to Moody's:

(i) to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-2" and a long term rating of at least "Baa2"; or

(ii) to the extent such investment has a maturity exceeding one month but not exceeding three months, a long term rating of at least "Baa1" or a short term rating of at least "P-2"; or

(iii) to the extent such investment has a maturity exceeding three months but not exceeding six months, a long term rating of at least "A2" or a short term rating of at least "P-1",

provided that, in each case, (1) such investments qualify as "*attività finanziarie*" pursuant to and for the purpose of Italian legislative decree number 170 of 21 May 2004, as subsequently amended and supplemented; and (2) no such investment shall be made, in whole or in part, actually or potentially, in credit linked notes, swaps or other derivatives instruments, synthetic securities or tranches of other asset-backed securities, money market funds or any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral.

"**Eligible Investments Maturity Date**" means the date falling on the 2nd Business Day prior to each Calculation Date.

"**Euro**", "**cents**" and "**€**" refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union and as defined in article 2 of Council Regulation (EC) No. 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

"**Euro-Zone**" means the region comprised of Member States of the European Union that adopted the single currency in accordance with Council Regulation (EC) No. 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Existing Receivables**" has the meaning ascribed to such term in paragraph (iii) of the definition of Receivables.

"**Expenses**" means:

(i) any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Securitisation and/or required to be paid (as determined in accordance with the Corporate Services Agreement, by reference to the number of the then outstanding securitisation transactions carried out by the Issuer) in order to preserve the existence of the Issuer, to maintain it in good standing or to comply with applicable laws; and

(ii) any other documented costs, fees and expenses due to persons who are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights.

"**Expenses Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 02 C 02008 09422 000104243880) or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Extraordinary Resolution**" shall have the meaning ascribed to it in the Rules of the Organisation of the Noteholders.

"**Final Maturity Date**" means the Payment Date falling in December 2040.

"**Financial Laws Consolidation Act**" means Italian legislative decree number 58 of 24 February 1998, as amended and supplemented from time to time.

"**First Payment Date**" means the Payment Date falling on 30 June 2016.

"**Fitch**" means (i) for the purpose of identifying the entity which has assigned the credit rating to the Senior Notes, Fitch Italia – Società Italiana per il Rating S.p.A., and (ii) in any other case, any entity of Fitch Ratings Limited which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website.

"**Further Portfolio**" means any portfolio of Receivables purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Further Portfolio Conditions**" means the conditions set out in clause 8.1 of the Master Receivables Purchase Agreement.

"**Future Receivables**" has the meaning ascribed to such term in paragraph (iv) of the definition of Receivables.

"**General Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 79 C 03479 01600 000802072104), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Holder**" or "**holder**" of a Note means the ultimate owner of a Note.

"***Inadempienze Probabili***" means each Receivable related to a Loan Agreement which has not been classified by the Servicer as a *Credito in Sofferenza* but in relation to which the Servicer finds it unlikely that, unless any actions, such as the enforcement of any personal guarantee or security interest, the Debtor will pay all amounts due under the relevant Receivable.

"**Individual Purchase Price**" means, in respect of each Receivable, the aggregate of: (i) the Principal Component of the Purchase Price in relation to the relevant Receivables; and (ii) the Other Component of the Purchase Price in relation to the relevant Receivables.

"**Initial Cash Reserve Amount**" means Euro 32,000,000.

"**Initial Financed Amount**" means in relation to each Receivable the total amount disbursed to the relevant Debtor as at the execution date of the relevant Loan Agreement.

"**Initial Interest Period**" means the first Interest Period, which shall begin on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Portfolio**" means the portfolio of Receivables purchased on 7 August 2015 by the Issuer pursuant to the terms and condition of the Receivables Purchase Agreement related to the Initial Portfolio.

"**Initial Portfolio Criteria**" means the criteria for the identification of the Receivables specified in schedule 1 to the Receivables Purchase Agreement related to the Initial Portfolio.

"**Initial Renegotiation Reserve Amount**" means, as at the Issue Date, Euro 50,000,000.

"**Initial Outstanding Principal**" means the principal amount outstanding in relation to each Receivable in accordance with the relevant Loan Agreement as at the relevant Valuation Date or Arising Date (net of any principal payment made until the relevant Valuation Date or Arising Date (included)).

"**Insolvency Event**" means in respect of any company or corporation that:

(i) such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*fallimento*", "*liquidazione coatta amministrativa*", "*concordato preventivo*" and "*amministrazione straordinaria*", each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento* or similar procedure having a similar effect (other than, in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under paragraph (i) above is made in respect of, or by, such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) such company or corporation takes any action for a re-adjustment of or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee, indemnity or assurance against loss given by it in respect of any indebtedness or applies for suspension of payments; or

(iv) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation or any of the events under article 2484 of the Italian civil code occurs with respect to such company or corporation (except a winding-up for the purposes of, or pursuant to, a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders); or

(v) such company or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

"**Instalment**" means, with respect to each Loan Agreement, each instalment due from the relevant Debtor which consists of an Interest Instalment, a Principal Instalment and any additional expenses and commissions (if any).

"**Insurance Policy**" means, with respect to certain Receivables, the insurance policies stipulated by the Originator covering certain risks associated with the relevant Debtor.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on or about the Issue Date between, *inter alios*, the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of interest, fees and pre-payment penalties with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or the Collection Account (without double counting), excluding any amounts received by the Issuer from the Originator: (A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties; and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(ii) without duplication of paragraph (i) above, an amount equal to the interest, yield and profit components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Interim Collection Account, the Collection Account, the Cash Reserve Account, the Principal Accumulation Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all Recoveries (including, for avoidance of doubt, principal and interest components) collected by the Issuer (also through the Servicer) with reference to the immediately preceding Quarterly Collection Period and credited into the Interim Collection Account and/or the Collection Account (without double counting);

(iv) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (other than the Expenses Account) during the immediately preceding Quarterly Collection Period;

(v) any amounts (other than the amounts already allocated under other items of the Principal Available Funds and the Interest Available Funds) received by the Issuer from any party to the Transaction Documents during the immediately preceding Quarterly Collection Period(including any proceeds deriving from the enforcement of the Issuer's Rights);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Interest Renegotiation Losses occurred in the immediately preceding Quarterly Collection Period (if any) and the interest portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period;

(viii) any amount allocated on such Payment Date under item (i) of the Principal Priority of Payments prior to the delivery of a Trigger Notice (if any);

minus

(ix) any amount charged to the Issuer by reason of the application of any negative interest rate on any of the Accounts (other than the Expenses Account).

"**Interest Instalment**" means the interest component of each Instalment.

"**Interest Period**" means each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Interest Priority of Payments**" means the Priority of Payments under Condition 6.1 (*Priority of Payments - Interest Priority of Payments prior to the delivery of a Trigger Notice*).

"**Interest Renegotiation Loss**" means, in relation to each Receivable subject to a renegotiation (a) with reference to any renegotiation made by the Servicer resulting in a payment holiday of the Interest Instalment of the relevant Loan, an amount equal to the aggregate of each Interest Instalments so suspended; and (b) with reference to any renegotiation made by the Servicer resulting in amending the rate applicable to the relevant Loan, the amount equal to (a) the difference (if positive) between the fixed interest rate applicable prior the relevant renegotiation and the new fixed interest rate, multiplied by (b) the Outstanding Principal Amount of the Receivable renegotiated and (c) the residual life of the Receivable.

"**Interim Collection Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 49 V 0 20080 94220 00103857372), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement, provided that if the Account Bank and the Additional Account Bank are the same entities, Interim Collection Account means Collection Account.

"**Investors Report**" means the report to be prepared from time to time by the Calculation Agent in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**Issue Date**" means 21 April 2016, or such other date on which the Notes are issued.

"**Issue Price**" means, in respect of a Class of Notes, 100% of the Principal Amount Outstanding of the Notes of the relevant Class upon issue.

"**Issuer**" means Consumer Three S.r.l., a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of €10,000.00 fully paid up, having its registered office at Piazzetta Monte, 1, 37121, Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 04751450265, enrolled in the register of special purpose vehicle held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 1 October 2014 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.

"**Issuer Available Funds**" means the aggregate of the Interest Available Funds and the Principal Available Funds.

"**Issuer Cash Collateral**" means, on each Calculation Date in respect of the immediately following Payment Date, the difference (if positive) between (i) the Principal Available Funds on such Calculation Date, and (ii) the aggregate of (A) the Principal Component of the Purchase Price to be paid on such Payment Date, if any, and (B) any amounts due and payable in priority thereto, in accordance with the applicable Priority of Payments.

"**Issuer's Rights**" means the Issuer's rights under the Transaction Documents.

"**Joint Regulation**" means the regulation issued jointly by the Bank of Italy and CONSOB on 22 February 2008 and published on the Official Gazette number 54 of 4 March 2008, as amended and supplemented from time to time.

"**Junior Noteholders**" means the holders, from time to time, of the Junior Notes.

"**Junior Notes**" means the €1,062,353,969 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2040 issued by the Issuer on the Issue Date.

"**Junior Notes Principal Deficiency Ledger**" means the ledger established and maintained by the Calculation Agent in respect of the Class J Notes pursuant to the Cash Allocation, Management and Payments Agreement.

"**Junior Notes Retained Amount**" means an amount equal to 10% of the Principal Amount Outstanding of the Class J Notes upon issue.

"**Junior Notes Subscription Agreement**" means the subscription agreement in relation to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgements, actions, proceedings or other liabilities whatsoever including legal fees and any taxes and penalties incurred by that person, together with any value added or similar tax charged or chargeable in respect of any sum referred to in this definition.

"**Loan**" means each personal loan granted by UniCredit S.p.A. to a Debtor whose Receivables has been assigned in accordance with the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement.

"**Loan Agreement**" means each agreement from which a Receivable arises entered into between UniCredit S.p.A. and a Debtor according to which UniCredit S.p.A. has granted a loan to a Debtor against the payment of the Instalments.

"**Mandate Agreement**" means the mandate agreement entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Portfolio**" means, collectively, the Initial Portfolio, the Second Portfolio and each Further Portfolios.

"**Master Portfolio's Arrears Ratio**" means 5% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Master Portfolio's Cumulative Default Ratio**" means 3% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Master Definitions Agreement**" means the master definitions agreement entered into on or about the Issue Date between the Issuer and the other parties to the Transaction Documents, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Receivables Purchase Agreement**" means the receivables purchase agreement entered into on 9 March 2016 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Member State**" means each state that is party to treaties of the European Union (EU).

"**Maximum Balance of the Principal Accumulation Account"** means an amount equal to 15% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date**.**

"**Maximum Set-Off Exposure Amount**" means an amount equal to 3% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Minimum Weighted Average Interest Rate**" means 6%.

"**Maximum Residual Life**" means 6 years.

"**Monte Titoli**" means Monte Titoli S.p.A., a joint stock company having its registered office at Piazza degli Affari, 6, 20123 Milan, Italy.

"**Monte Titoli Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli and includes any depository banks appointed by Euroclear and Clearstream.

"**Most Senior Class of Notes**" means at any point in time:

(i) the Senior Notes (for so long as there are Senior Notes outstanding); or

(ii) if no Senior Notes are then outstanding, the Junior Notes.

"**Moody's**" means (i) for the purpose of identifying the entity which has assigned the credit rating to the Senior Notes, Moody's Investors Service Ltd., and (ii) in any other case, any entity of Moody's Investors Service, Inc. which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website.

"**Moody's Maximum Set-Off Exposure Amount**" means, on any Offer Date and with reference to all the Receivables comprised in the Master Portfolio (including any Further Portfolio to be purchased on the immediately following Transfer Date) an amount equal to 3% of the Outstanding Principal of the Receivables comprised in the Master Portfolio as at such date.

"**Moody's Set-Off Exposure**" means, on any Offer Date and with reference to all the Receivables comprised in the Master Portfolio (including any Further Portfolio to be purchased on the immediately following Transfer Date) the aggregate of the amounts which can be off-set by the Debtors against the amounts owed to it by the Originator, as determined in accordance with the calculation methodology under Moody's criteria.

"**Noteholders**" means, together, the holders of the Senior Notes and the Junior Notes.

"**Notes**" means, together, the Senior Notes and the Junior Notes.

"**Northern Regions**" means Emilia Romagna, Friuli Venezia Giulia, Liguria, Lombardia, Piemonte, Trentino Alto Adige, Valle d'Aosta, Veneto.

"**Northern Regions Loans' Minimum Amount**" means 35% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Obligations**" means all the obligations of the Issuer created by, or arising under, the Notes and the Transaction Documents.

"**Offer Date**" means the date falling on 12th Business Days prior to each Payment Date during the Revolving Period, on which the Originator may deliver to the Issuer an Offer Letter.

"**Offer Letter**" means a letter in the form and substance of Schedule 4 of the Master Receivables Purchase Agreement to be delivered in accordance with the Master Receivables Purchase Agreement.

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means UniCredit S.p.A.

"**Other Component of the Purchase Price**" means:

(i) in relation to the Existing Receivables, the sum of the Accrued Interest of the relevant Existing Receivables and any other amount due and not paid by the relevant Debtor as the Valuation Date (included); and

(ii) in relation to the Future Receivables, any amount due and not paid by the relevant Debtor as the relevant Arising Date (included).

"**Other Issuer Creditors**" means the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Renegotiation Reserve Subordinated Loan Provider, the Back-up Servicer Facilitator and the Representative of the Noteholders and any party who at any time accedes to the Intercreditor Agreement.

"**Other Loans**" means the Loan Agreements which are not denominated as "*Credit Express Dynamic*" or "*Credit Express Compact*".

"**Other Loans Minimum Amount**" means 10% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Outstanding Principal**" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date and the Principal Instalments due but unpaid on such date.

"Outstanding Principal Not Yet Due" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date.

"**Paying Agents**" means the Principal Paying Agent together with any successor or additional paying agents appointed from time to time pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and the Cash Allocation, Management and Payments Agreement.

"**Payment Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of March, June, September and December in each year or, if such day is not a Business Day, the immediately preceding Business Day, and (b) following the delivery of a Trigger Notice, any Business Day on which any payment is required to be made by the Representative of the Noteholders in accordance with the Post Trigger Notice Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Payments Account**" means the Euro denominated account established in the name of the Issuer with the Principal Paying Agent with (IBAN: IT 81 Y 03479 01600 000802072100), or such other substitute

account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Payments Report**" means the report setting out all the payments to be made on the following Payment Date under the applicable Priority of Payments, which shall be prepared and delivered by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement before the delivery of a Trigger Notice.

"**Portfolio**" means, as the case may be, the Initial Portfolio, the Second Portfolio or a Further Portfolio.

"**Post Trigger Notice Priority of Payments**" means the Priority of Payments set out in Condition 6.3 (*Post Trigger Notice Priority of Payments*).

"**Pre-Trigger Notice Priority of Payments**" means the Priority of Payments set out in Conditions 6.1 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*) and 6.2 (*Principal Priority of Payments prior to the delivery of a Trigger Notice*).

"**Principal Accumulation Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank with (IBAN: IT 56 D 03479 01600 000802072105), or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement

"**Principal Amount Outstanding**" means, on any date, (i) the principal amount of a Note or a Class of Notes upon issue, minus (ii) the aggregate amount of all principal payments which have been paid prior to such date, in respect of such Note or Class of Notes.

"**Principal Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all amounts collected by the Issuer (also through the Servicer) in respect of the Receivables on account of principal with reference to the immediately preceding Quarterly Collection Period and credited to the Interim Collection Account and/or the Collection Account (without double counting);

(ii) without duplication of paragraph (i) above, an amount equal to the principal components (including any amount not accounted for in paragraph (ii) of the definition of Interest Available Funds) invested in Eligible Investments (if any) with reference to the immediately preceding Quarterly Collection Period from the Principal Accumulation Account, the Collection Account, the Interim Collection Account, the Cash Reserve Account, the Renegotiation Reserve Account and the General Account, following liquidation thereof on the immediately preceding Eligible Investments Maturity Date;

(iii) without duplication of paragraph (i) above, all amounts on account of principal received by the Issuer from the Originator pursuant to the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and credited to the Interim Collection Account and/or the Collection Account and/or the General Account with reference to the immediately preceding Quarterly Collection Period;

(iv) any amounts received by the Issuer from the Originator: (A) pursuant to the Warranty and Indemnity Agreement during the Quarterly Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties, and (B) in respect of indemnities or damages relating to principal or interest components on any Receivables which are not Defaulted Receivables;

(v) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items (vii) and (viii) of the Interest Priority of Payments;

(vi) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(vii) any amount set aside in the Payments Account on the immediately preceding Payment Date in accordance with clauses 3.3 of the Receivables Purchase Agreement related to the Initial Portfolio and the Master Receivables Purchase Agreement and not paid nor payable to the Originator upon the occurrence of the events specified in such clauses;

(viii) on each Payment Date falling prior to the First Amortisation Payment Date and on the First Amortisation Payment Date, the Issuer Cash Collateral standing to the credit of the Principal Accumulation Account

(ix) any amount allocated on such Payment Date under item (xii) of the Interest Priority of Payments;

(x) following the delivery of a Trigger Notice, the amounts standing to the credit of the Expenses Account upon its closure in accordance with the Cash Allocation, Management and Payments Agreement;

(xi) the amounts to be drawn from the Renegotiation Reserve Account in an amount equal to the Quarterly Principal Renegotiation Losses occurred in the immediately preceding Quarterly Collection Period (if any) and the principal portion of the Renegotiation Blocked Amount relating to the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period; and

(xii) on the earlier of: (a) the Payment Date on which there are sufficient Issuer Available Funds to redeem the Senior Notes in full (taking into account also the amounts referred to in this item (xii)), and (b) the Final Maturity Date, any amounts standing to the credit of the Cash Reserve Account in excess of the Cash Reserve Usage Amount as at such date and any amounts standing to the credit of the Renegotiation Reserve Account

"**Principal Component of the Purchase Price**" means, in relation to each Receivables, the Initial Outstanding Principal of each such Receivables.

"**Principal Deficiency Amount**" or "**PDA**" means, in respect of each Payment Date and in respect of all the Receivables which have become Defaulted Receivables during the immediately preceding Quarterly Collection Period, the Outstanding Principal of such Defaulted Receivable as at the end of such Quarterly Collection Period.

"**Principal Deficiency Ledgers**" means the ledgers established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Instalment**" means the principal component of each Instalment.

"**Principal Paying Agent**" means BNP Paribas Securities Services, Milan Branch or any other person for the time being acting as Principal Paying Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Priority of Payments**" means the Priority of Payments under Condition 6.2 (*Priority of Payments - Principal Priority of Payments prior to the delivery of a Trigger Notice*).

"**Principal Recoveries**" means the principal component of any Recovery.

"**Principal Renegotiation Loss**" means with reference to any renegotiation made by the Servicer resulting in a payment holiday of the Principal Instalment of the relevant Loan, an amount equal to the aggregate of each Principal Instalments so suspended.

"**Priority of Payments**" means the order of priority pursuant to which the Issuer Available Funds shall be applied on each Payment Date prior to and/or following the service of a Trigger Notice in accordance with the Conditions and the Intercreditor Agreement.

"**Purchase Agreement**" means each purchase agreement executed by the Issuer and the Originator in connection with the purchase of each Further Portfolio in accordance with the provisions of the Master Receivables Purchase Agreement.

"**Purchase Price**" means the purchase price payable by the Issuer to the Originator in respect of the Initial Portfolio, the Second Portfolio and each Further Portfolio.

"**Purchase Termination Event**" means any of the events listed under Condition 13 and clause 9 of the Master Receivables Purchase Agreement.

"**Purchase Termination Notice**" has the meaning ascribed to such terms under Condition 13.

"**Quarterly Collection Period**" means:

(i) prior to the service of a Trigger Notice, each period of three months commencing on (and excluding) a Collection Date and ending on (and including) the next Collection Date;

(ii) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Quarterly Collection Period and ending on (and including) the next following Collection Date as determined by the Representative of the Noteholders; and

(iii) in the case of the first Quarterly Collection Period, the period commencing on (and including) the Valuation Date related to the Initial Portfolio and ending on (and including) the Collection Date falling on 31 May 2016.

"**Quarterly Interest Renegotiation Losses**" means, in respect of a renegotiated Receivable and a given Quarterly Collection Period, the portion of Interest Renegotiation Losses accrued and realised in respect of such Receivable during such Quarterly Collection Period.

"**Quarterly Principal Renegotiation Losses**" means, in respect of a renegotiated Receivable and a given Quarterly Collection Period, the portion of Principal Renegotiation Losses accrued and realised in respect of such Receivable during such Quarterly Collection Period.

"**Quarterly Servicer's Report Date**" means: (a) prior the delivery of a Trigger Notice the date falling on the 11th Business Day prior to any Payment Date; and (b) following the delivery of a Trigger Notice any date determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Quarterly Servicer's Report**" means the report to be delivered on each Quarterly Servicer's Report Date by the Servicer to the Issuer, the Account Bank, the Additional Account Bank, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Representative of the Noteholders and the Rating Agencies pursuant to the Servicing Agreement.

"**Quotaholder**" means SVM Securitisation Vehicles Management S.r.l.

"**Quotaholder's Agreement**" means the agreement entered into on or about the Issue Date between the Quotaholder, the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rating Agencies**" means Fitch Italia – Società Italiana per il Rating S.p.A. and Moody's Investors Service Ltd. and "**Rating Agency**" means any one of them as the context requires.

"**Receivables**" means any and all existing and future claim deriving from the Loans and the Loan Agreements including, without limitation:

(i) amounts due on account of principal and interest accrued (and not yet paid), in relation to the Receivables as at the relevant Valuation Date (included);

(ii) amounts on account of principal not yet due and interest (including default and legal interest) accruing on the Receivables starting from the relevant Valuation Date (excluded);

(iii) amounts due as at the relevant Valuation Date (included) and accruing from the relevant Valuation Date (included) on account of reimbursement of losses, costs, indemnities and damages, fees, prepayment penalties and other amounts due in case of prepayment of the Loans, as well as any other amount received by, or payable to, the Originator as indemnity payment due to the Debtor of the Originator under the Insurance Policies, with express inclusions of recovery expenses in relation to *Crediti non in Bonis*, expenses in connection with the payment of instalments (*spese incasso rata*) as well as any other expense relating to the management of the Receivables (including, without limitation, expenses relating to the delivery of account statements and/or other notices to the Debtors) (together with the amounts under items (i) and (ii) above, the "**Existing Receivables**");

(iv) amounts owed for outstanding principal and interest (including default and legal interest) which will accrue in relation to further disbursement (where envisaged therein) under the relevant Loan Agreement starting from the relevant Arising Date (included) as well as the other amounts, if any, due under a Loan following the extension or renewal of an Insurance Policy (the "**Future Receivables**"),

together with all and any guarantee transferable together with the Receivables, including the guarantees (and including the so called *garanzie omnibus*) deriving from any security arrangement, granted or in any other way existing in favour of the Originator in relation to a Loan, a Loan Agreement or a Receivable.

"**Receivables Purchase Agreement related to the Initial Portfolio**" means the receivables purchase agreement entered into on 7 August 2015 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Receivables Repurchase Agreement**" means the receivables repurchase agreement entered into on 25 February 2016 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Recoveries**" means any amounts received or recovered in relation to any Defaulted Receivables.

"**Recovery Amounts**" means the amounts recovered by the Servicer under Defaulted Receivables.

"**Renegotiations**" means the renegotiations which the Servicer may carry out in accordance with the Servicing Agreement.

"**Renegotiation Blocked Amount**" means, in respect of any Calculation Date, the aggregate of the sum of all the Quarterly Interest Renegotiation Losses and the Quarterly Principal Renegotiation Losses in relation to a Receivable which has been renegotiated and has not subsequently been classified as Defaulted Receivables (but excluding the amounts drawn down from the Renegotiation Reserve Account and used to augment the Interest Available Funds (under item (vii)) and the Principal Available Funds (under item (xi)), respectively, on any preceding Payment Date) provided that in respect of the Receivables that have been repaid in full by the relevant Debtor during a given Quarterly Collection Period, the Quarterly Interest Renegotiation Losses and Quarterly Principal Renegotiation Losses in respect of such Receivables shall be reduced to zero.

"**Renegotiation Reserve**" means the reserve created on the Renegotiation Reserve Account on the Issue Date in an amount equal to the Initial Renegotiation Reserve Amount, to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Renegotiation Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 05 B 03479 01600 000802072103), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Renegotiation Reserve Available Amount**" means, in respect of any Calculation Date, the positive difference between (A) the balance of the Renegotiation Reserve Account as at such date and (B) the Renegotiation Blocked Amount as at such date.

"**Renegotiation Reserve Required Amount**" means:

(i) on the Issue Date, the Initial Renegotiation Reserve Amount;

(ii) on each Payment Date prior to the delivery of a Trigger Notice, an amount equal to Euro 50,000,000;

(iii) on the Payment Date on which the Senior Notes are redeemed in full or following the delivery of a Trigger Notice, or on the Final Maturity Date, 0 (zero).

"**Renegotiation Reserve Subordinated Loan**" means Euro 50,000,000.

"**Renegotiation Reserve Subordinated Loan Agreement**" means the loan agreement entered into on or about the Issue Date between, *inter alia*, the Issuer and the Renegotiation Reserve Subordinated Loan Provider.

"**Renegotiation Reserve Subordinated Loan Provider**" means UniCredit S.p.A.

"**Representative of the Noteholders**" means Securitisation Services S.p.A., or any other person for the time being acting as representative of the Noteholders in accordance with the Conditions.

"**Retention Amount**" means an amount equal to €50,000, provided that on the Payment Date on which the Notes are repaid in full, the Retention Amount will be the amount indicated by the Corporate Servicer in order to pay the Issuer's expenses following the repayment in full of the Notes.

"**Revolving Period**" means the period starting from the Issue Date and ending on the earlier of

(i) the first Payment Date falling after 24 months following the Issue Date;

(ii) the date on which a Purchase Termination Notice or Trigger Notice has been served pursuant to, respectively, Condition 13 (*Purchase Termination Events*) or Condition 12 (*Trigger Events*);

(iii) the Payment Date falling immediately after the second (also non consecutive) Offer Date on which the Originator has failed to offer for sale to the Issuer Further Portfolios;

(iv) the Payment Date falling immediately after the second (also non consecutive) Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 (with the exception of those set out under clause 8.1.11) of the Master Receivables Purchase Agreement;

(v) the Payment Date falling immediately after the Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 (other than clause 8.1.11) of the Master Receivables Purchase Agreement; and

(vi) the date on which a notice has been served pursuant to, respectively, Condition 8.3 (*Redemption, Purchase and Cancellation – Optional redemption*) or 8.4 (*Redemption, Purchase and Cancellation – Optional redemption in whole for taxation reasons*).

"**Rules of the Organisation of the Noteholders**" or "**Rules**" means the rules of the organisation of the Noteholders attached as an Exhibit to the Conditions, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Scheduled Instalment Due Date**" means any date on which an Instalment is due pursuant to a Loan Agreement.

"**Second Portfolio**" means the portfolio of Receivables purchased on 9 March 2016 by the Issuer pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Securitisation**" means the securitisation of the Receivables made by the Issuer through the issuance of the Notes, pursuant to articles 1 and 5 of the Securitisation Law.

"**Securitisation Law**" means Italian Law number 130 of 30 April 1999, as amended and supplemented from time to time.

"**Security Interest**" means:

(i) any mortgage, charge, pledge, lien, privilege (*privilegio speciale*) or other security interest securing any obligation of any person;

(ii) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or

(iii) any other type of preferential arrangement having a similar effect.

"**Securities Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (No. 2072100), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Senior Noteholders**" means the holders, from time to time, of the Senior Notes.

"**Senior Notes**" means the €3,015,000,000 Class A Asset Backed Fixed Rate Notes due December 2040 issued by the Issuer on the Issue Date.

"**Senior Notes Principal Deficiency Ledger**" means the ledger established and maintained by the Calculation Agent in respect of the Senior Notes pursuant to the Cash Allocation, Management and Payments Agreement.

"**Senior Notes Subscription Agreement**" means the subscription agreement in relation to the Senior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Originator and the Sole Lead Manager, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Servicer**" means UniCredit S.p.A., or any other person acting for the time being acting as Servicer pursuant to the Servicing Agreement.

"**Servicing Agreement**" means the agreement entered into on 7 August 2015 between the Issuer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Set-Off Exposure**" means, on any Offer Date and with reference to all the Receivables comprised in the Master Portfolio (including any Further Portfolio to be purchased on the immediately following Transfer Date) the aggregate of the amounts which can be off-set by the Debtors against the amounts owed to it by the Originator, as calculated in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, which is in excess of the amount determined, from time to time, by the Bank of Italy in accordance with article 96-*bis*, paragraph 5, of the Consolidated Banking Act.

"**Specific Criteria**" means the objective criteria for the identification of the Receivables specified in schedule 2 to the Master Receivables Purchase Agreement, which supplement the Common Criteria.

"**Southern Regions**" means Basilicata, Campania, Calabria, Puglia, Sardegna, Sicilia.

"**Southern Regions Loans' Maximum Amount**" means 40% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Subscription Agreements**" means, together, the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement.

"**TARGET System**" means the TARGET2 system.

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**Target2 Day**" means any day on which the TARGET2 is open.

"**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

"**Tax Deduction**" means any deduction or withholding on account of Tax.

"**Transaction Documents**" means, together, the Master Definitions Agreement, the Receivables Purchase Agreement related to the Initial Portfolio, the Master Receivables Purchase Agreement, each Purchase Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation Management and Payments Agreement, the Senior Notes Subscription Agreement, the Junior Notes Subscription Agreement, the Renegotiation Loan Agreement, the Intercreditor

Agreement, the Quotaholder's Agreement, the Corporate Services Agreement, the Mandate Agreement, the Conditions, and any other document which may entered into, from time to time in connection with the Securitisation.

"**Transfer Date**" means, in relation to the Initial Portfolio, 7 August 2015, in relation to the Second Portfolio, 9 March 2016, and in relation to any Further Portfolio the date on which the Originator receives from the Issuer the acceptance of the relevant Offer Letter.

"**Trigger Event**" means any of the events described in Condition 12 (*Trigger Events*).

"**Trigger Notice**" means the notice served by the Representative of the Noteholders on the Issuer declaring the Notes to be due and payable in full following the occurrence of a Trigger Event as described in Condition 12.2 (*Delivery of a Trigger Notice*).

"**Unpaid Instalment**" means an Instalment which, on any date, is due but not paid in full for at least 30 days from the date the payment was due in accordance with the relevant Loan Agreement.

"**Usury Law**" means Italian law number 108 of 7 March 1996, as subsequently amended and supplemented, and Italian law number 24 of 28 February 2001, which converted into law the Italian law decree number 394 of 29 December 2000.

"**Valuation Date**" means: (i) with respect to the Initial Portfolio, 1 August 2015; (ii) with respect to the Second Portfolio 1 March 2016; and (iii) with respect to any Further Portfolio, the date on which any such Further Portfolio is being selected on the basis of the Criteria.

"**Variable Return**" means the amount, which may be payable on the Junior Notes on each Payment Date subject to the Conditions, determined by reference to the residual Issuer Available Funds, if any, after satisfaction of the items ranking in priority pursuant to the Priority of Payments on such Payment Date.

"**VAT**" means *Imposta sul Valore Aggiunto* (*IVA*) as defined in the Italian D.P.R. number 633 of 26 October 1972, as amended and implemented from time to time.

"**Warranty and Indemnity Agreement**" means the agreement entered into on 7 August 2015 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Weighted Average Interest Rate of the Master Portfolio"** means the weighted average interest rate of the Receivables included in the Master Portfolio (including any Further Portfolio), taking into account any Renegotiation.

ISSUER

Consumer Three S.r.l.

Piazzetta Monte, 1

37121, Verona

Italy

ORIGINATOR, SERVICER, ACCOUNT BANK, CASH MANAGER AND RENEGOTIATION RESERVE SUBORDINATED LOAN PROVIDER

UniCredit S.p.A.

Via A. Specchi, 16

00186 Rome

Italy

REPRESENTATIVE OF THE NOTEHOLDERS, CALCULATION AGENT AND BACK-UP SERVICER FACILITATOR

Securitisation Services S.p.A.

Via V. Alfieri, 1

31015 Conegliano (TV)

Italy

PRINCIPAL PAYING AGENT AND ADDITIONAL ACCOUNT BANK

BNP Paribas Securities Services, Milan Branch

Via Ansperto, 5

20123 Milan

Italy

CORPORATE SERVICER

doBank

Piazzetta Monte,1

37121 Verona

Italy

LEGAL ADVISERS

to the Sole Arranger as to Italian law

Studio Legale RCC

Via Boschetti, 1

20121 Milan

Italy

as to Italian taxation law

Maisto e Associati

Piazza Meda, 3

20121 Milan

Italy

to the Originator as to Italian Law

Studio Professionale Associato a Baker & McKenzie

Piazza Meda, 3

20121 Milan

Italy